

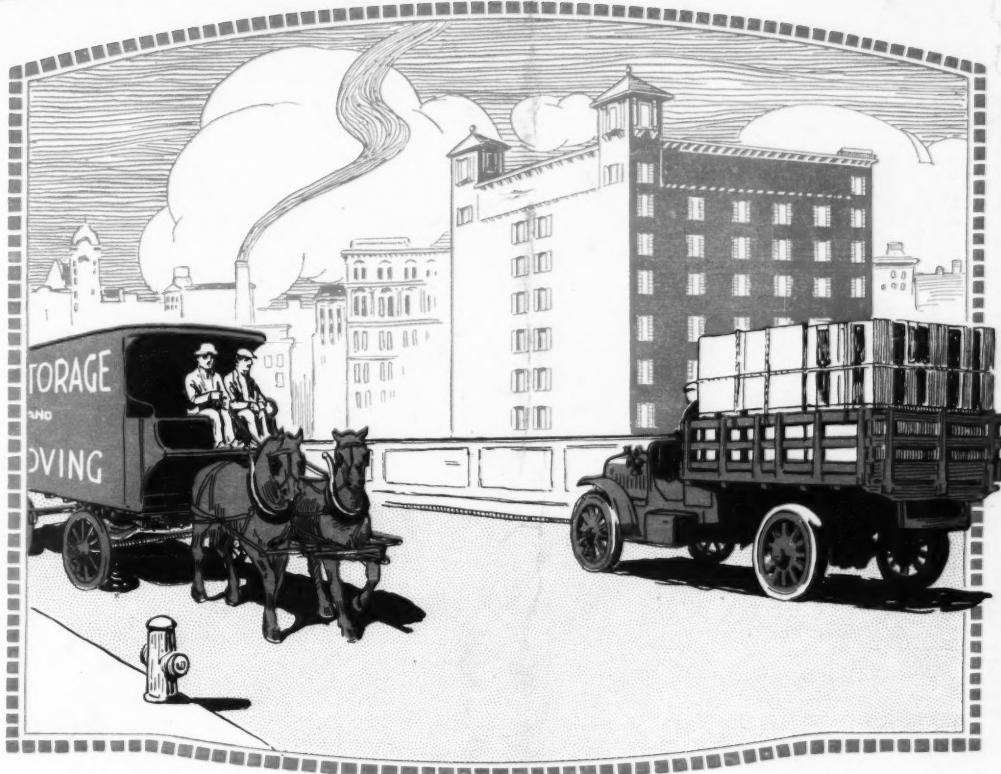
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March, 1917

TRANSFER and STORAGE



IN THIS ISSUE:

Will Oppose Increase in Canadian Cartage Rates

A Price Agreement and the Public

Freight Tie-up Grips all Nation

Erie Not Liable for Private Siding Loss

Advises Shippers on Shipping Papers

Glanders Bill for New Jersey

The History of Warehouse Development

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Right of Truckman to Limit Liability

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West Virginia

The Fundamentals of Exchanging Shipments

Moving a Depositor's Goods from One
Warehouse to Another

Increase in Warehousing Costs

Government Issues Bulletin on Vehicle Wheels

Private Truck License Rates Are Sought
by Transfermen



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March, 1917

TRANSFER and STORAGE

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TRANSFER and STORAGE

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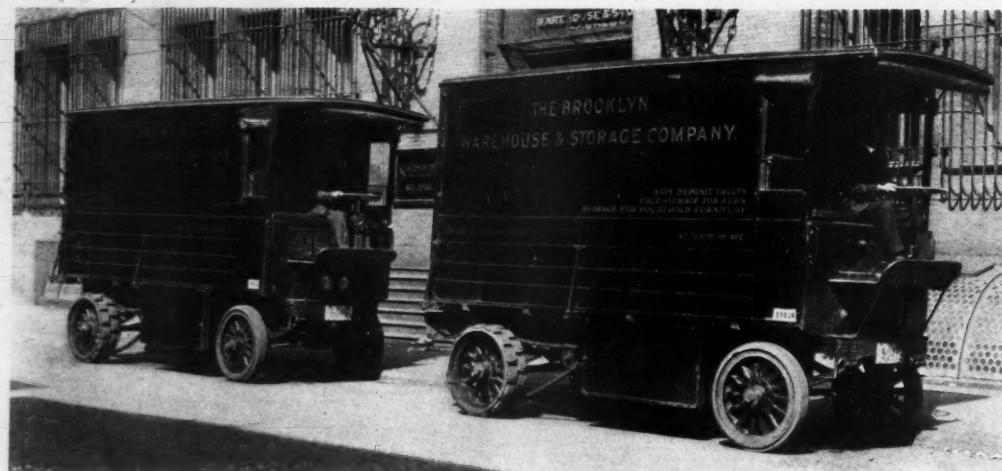
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TRANSFER and STORAGE

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Volume XVI

NEW YORK, N. Y., MARCH, 1917

No. 3

As announced in the February number of TRANSFER and STORAGE, the Appellate Division of the Supreme Court of New York has ruled that a truckman may limit his liability for the loss of articles entrusted to him as a common carrier. This was in the case of Heuman vs. Powers in which the M. H. Powers Co. was sued for \$1,000, claimed to be the value of jewelry owned by Mrs. Heuman and stolen from a safe left in the Powers garage on a moving van at night. The lower court had awarded judgment for the full amount to Mrs. Heuman. The Powers company had a clause in their contract for moving the household goods of Mrs. Heuman to the effect that they could not be held liable for more than \$50 for any package or contents among the goods.

* * *

The court's decision in full is given in this issue. More interesting to the mover of household goods and merchandise than the court decision are the exceptions taken to the opinion by some of the dissenting judges. One judge dissents from the opinion on the ground that such a clause as contained in the Powers contract is a clear limitation of liability, which a common carrier is not empowered to undertake. This judge states that there is no alternative offered the customer of declaring a higher valuation and paying a higher rate of cartage.

* * *

Whatever the outcome of this particular case, it is another milestone in the progress of the transfer and storage industry. The decision of the court plainly shows that a transferman may limit his liability for moving household goods or merchandise provided the customer is permitted the alternative of declaring a higher valuation than that of \$50 and paying a higher rate. No question is made but that a transferman is a common carrier.

* * *

Probably this decision and the clarifying of a transferman's rights in this respect is of greatest value to the mover of household goods where a special contract is made for each job. With the merchandise transfer company or freight hauler where contracts are made on a monthly or yearly basis, it would be difficult to insert any such clause in a contract owing to the diverse value of the goods which the transfer company might be called upon to haul under that general contract. Furthermore, the value per case or package, when it comes to merchandise, is usually much greater than with household goods, and a silk merchant would hardly consent to a contract

which limited the liability of the truckman to \$50 per case, and owing to the competition in this field, it would be easy to find a transfer company that would haul the goods for less.

* * *

But wouldn't this be an exceptional opportunity for the merchandise transfer company to show this decision to the merchants for which it hauls, explain to them that it is responsible for the goods carried and show them how they are likely to lose through dealing with a truckman who cannot back up his responsibility. In this manner the way might be paved to a much needed price increase. The truckman hauls on one load many times the value of goods hauled by a van owner in several loads as a rule.

* * *

The outcome of the prolonged discussion of public utility control which has been going on in the Illinois Furniture Warehousemen's Association seems to have crystallized into a belief that the furniture warehousemen would not be against a public utility control which really controlled the business. The Illinois Public Utility Commission has been entirely ignorant of the ramifications of the household goods storage business, and the "control" has extended only to the filing of rates and the request for a report from each company filing rates. There has been no attempt made to obtain rates from those who did not voluntarily submit them, and no attempt made to investigate the business.

* * *

A sign of progress is evident in the meeting of a committee from the Illinois Association with members of the Commission at Peoria recently at which the association members showed the commission what is needed in regulating the furniture warehouse business, and the two factions got together for future co-operation. The commission's representatives agreed that no such detailed report as has been asked, is necessary for the storage business, and that some better form of report would be worked out. It is through such methods as these that public utility control of the furniture storage business will cease to be a burden and will contain features of real benefit to the men in the industry.

* * *

Last month we had an editorial predicting peace in Europe for 1917. In the light of what has occurred since that editorial was written, with the United States itself on the verge of hostilities with Germany, our predictions

may have seemed somewhat too early. But we still believe that 1917 will see the end of the war. The principal factors in the situation are the German blockade of England by submarine and the fact that England and the other allies are at last prepared for a war on land. France was prepared in the beginning but England, the strongest of all the allies, was not prepared. England is now ready with a big army in the field and will never be better prepared than she is now.

* * *

If Germany's submarine operations are a success England is beaten, and with England will fall the other allies. The Germans will have won the war. If Germany's submarines cannot fulfill their purpose the allies will open the spring with a terrific drive on all the fronts. If the German line is broken the allies will have won the war. But if both the submarines and the spring drive fail, both sides will see that the war cannot be decided, with the last effort of Germany and the allies a failure. A peace "without victory" under these circumstances may be looked for. There remains the possibility of a revolution within Germany to overthrow the Hohenzollerns and Prussianism generally. Perhaps this would be the best thing that could happen for the German people, but the German people are not the revolutionary kind.

* * *

Indications are that Americans are not preparing to discount the effects of peace. Without preparation of this kind there will follow negotiations a period of marking time among American businesses generally, which will give the Europeans a chance to get their fingers into commerce generally once again. America will be left somewhat out in the cold, and following a condition of prosperity which has not been real prosperity for all of us, there will be a period of business standstill. The peculiar part of the whole situation as regards the transfer and storage business is that this business will be the first to suffer from bad business, and yet is the least able of any line of business to help insure good times.

* * *

The exchange of shipments of household goods between warehouses in the different cities is the basic purpose of the different warehousemen's associations. Warehousemen who are not association members have not sent their shipments in care of other warehouses principally because they did not know of any warehouses to send them to, and warehouse associations members have not sent their shipments in care of non-association members in towns where the associations were not represented. This exchange of shipments is an advantage to the customer as well as to the receiving warehouse and should be extended.

* * *

Since the publication of TRANSFER and STORAGE DIRECTORY the exchange of shipments among non-

association members and from association to non-association members has become possible, and yet much educational publicity is needed to show the warehousemen who are not accustomed to this new form of business just what is expected of them, and in what way they benefit. Unusual circumstances often arise when a non-association member or an association member unaccustomed to this form of business receives a shipment. A case at hand is that of a western warehouse which sent a shipment to a warehouse in one of the smaller eastern cities, with a bill to collect. The money came back all right, but 2 per cent had been deducted from the check to pay the cost of collecting the bill. This is one instance in which the receiving warehouse did not appreciate the fact that the shipping warehouse was conferring a favor on them in sending the shipment in their care in order that they might have the hauling on it and this lack of appreciation was due to ignorance of custom in handling this business.

* * *

According to reports the merchandise warehousemen of New York and other Atlantic ports have their hands full taking care of goods shipped for export for which vessel space is not available. The merchandise warehousemen generally have had a good 2 years of business and some developments of importance may be looked for in this section of the transfer and storage business within the near future. The chief concern among merchandise warehousemen is the question of working out a proper basis on which to figure storage rates. Much progress has been made recently in this respect, but the industry needs some such work as the old "Storage Rate Guide" until the proper base has been arrived at. When the proposed consolidation is made much new work can be taken up.

* * *

A western firm announces that hereafter monthly meetings of the employees and employers of that firm will be held, the monthly meetings being of a social as well as a business nature. This may be a step towards closer co-operation which will result in the same force doing much more work and reaping much more benefit therefrom. One of the principal studies in the transfer and storage business should be that of the labor problem. The elimination of strike possibilities is one of those great reforms towards which associations and individuals should be working.

I. C. C. Delays Action

A proposal by the railroads to reduce from 5 days to 2 the free time allowance on domestic freight held at Jersey City and other points in New Jersey for final delivery at New York, a measure designed to relieve congestion, was suspended on February 14 by the Interstate Commerce Commission until June 15. The commission also suspended proposed increases in charges for lightering heavy freight.

March, 1917

TRANSFER and STORAGE

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Philadelphia Makes Plans for National Convention

The annual banquet of the Philadelphia Team Owners' Protective Association was held at the Hotel Walton on Monday evening, February 19. About 150 members and guests were present. Addresses were made by the president of the association and by Ward W. Pierson of Pierson & Shertz, who were attorneys for the National Team & Motor Truck Owners' Association in the Tailboard Delivery Case. The banquet was followed by a dance, both banquet and dance being a great success.

The question of greatest interest before the association at present is the coming convention of the National Team & Motor Truck Owners' Association, which will be held in Philadelphia in June. At the regular monthly meeting of the Philadelphia Association on February 27, detailed plans for entertaining the members of the National association and for live and progressive business sessions will be discussed. The Philadelphia members of the National, represented by the Philadelphia Team Owners' Protective Association, promise that this convention will be the greatest ever held by the National Association.

Private Truck License Rates Are Sought By Transfer Men

Transfer men of Spokane are preparing to ask the legislature to enact a law that will put their automobiles in the privately owned truck classification.

"We will endorse any bill that permits us to pay the same license fee that is charged owners of private trucks, instead of requiring us to pay the 'truck for hire' rate," said Charles F. Chase, secretary of the Transfer Men's Association.

"We are not intending to ask that the truck license fee be lowered, but only that we be relieved from paying the exorbitant 'for hire' license. I shall write letters to the members of the Spokane county delegation in both houses, putting our views before them."

When the new automobile license law became effective the transfer men contended that they were entitled to pay the regular private truck license rate, but it was held that their cars took the higher "truck for hire" classification.

Teamsters to Appeal License Ordinance

On the recommendation of its executive board, Seattle Teamsters and Auto Truck Drivers' Local Union No. 174 at its last weekly meeting voted to appeal to the supreme court of the state the test case recently decided against one of its members in the superior court at Seattle involving the constitutionality of an ordinance passed by the Seattle city council a year ago requiring drivers of vehicles operated for hire to submit to an examination

and take out a city license. The union is fighting the law on the ground that it discriminates in favor of commercial vehicles operated in the private business of the owner.

J. J. Kelly, president of the Seattle Team Owners' Association, who is a candidate for the city council, appeared before the union to discuss the issues of the municipal campaign.

Uniform Warehouse Receipts Act in West Virginia

The Mathews Storage Co., Charleston, West Virginia, reports that the Uniform Warehouse Receipts Act has passed both branches of the present session of the West Virginia Legislature. The Mathews company writes that they were fortunate in having the bill introduced early in both the House and the Senate. They state that the warehouse business is young in West Virginia and that the passage of this law will no doubt assist in gradually building up this line of industry in an A No. 1 and efficient manner.

According to the *Bulletin* of the American Warehousemen's Association for February, efforts are being put forth to secure the enactment of the Uniform Warehouse Receipts Act in thirteen states in which the legislatures are now in session and in which the act has not heretofore been adopted. The information given by the Mathews Storage Co. reduces this list of states to twelve by removing West Virginia. The other states are as follows: Arizona, Delaware, Indiana, Maine, Montana, New Hampshire, North Dakota, North Carolina, Oklahoma, South Carolina, Texas and Wyoming.

Communications have been addressed to the Governors of each of these states, to each member of the legislatures, and in addition, letters have been sent to the chairmen of the judiciary committees in each of the Houses, but it was expected that by the time the *Bulletin* was issued that the bill would have been introduced in each of the Houses of these legislatures.

Increase in Warehousing Costs

With the January issue of the *Bulletin* of the American Warehousemen's Association a form was sent out inviting those who cared to do so to make a report of costs prevailing at the present time as compared with those immediately preceding the European War, to which is generally attributed, through its influence on industrial matters, a large influence in the matter of labor and supply costs now prevailing.

The situation is one of grave importance to all lines of business and is not peculiar to the warehousemen; they are merely affected by it as all others are, but their prices for space and service appear to be to a great extent standardized and they have greater difficulty in passing such

costs on than exists in manufacturing and mercantile lines of business. At the time the *Bulletin* goes to press, however, the response to this inquiry has been so small as to indicate a lack of interest in the subject such as we can hardly conceive to exist.

Eleven warehouses handling merchandise and household goods report the following increases in labor: 25, 20, 25, 10, 20, 5, 30, 25, 15 and 56 per cent respectively.

Clerical work shows increases of 25, 10, 20, 10, 10, 20, 7, 25, 22, 25, and 11 per cent, respectively.

So far as fuel or power has been reported by these houses the increases in percentage are as follows: 100, none, none, none, 80, 20, 13, and three do not report on this item.

Taxes are reported on by seven of these houses, showing increases of $2\frac{3}{4}$, 5, 5, 75, none, 20 and 13 per cent, respectively.

So far as the increase in total cost of operation is reported the result in increases is as follows: 45, 25, 25, 10, 10, 50, 30, 19, 16, and 10 per cent, respectively.

If additional reports are received later the whole data will be tabulated and reported.

Transfer Company and Men Will Meet

In line with plans for better co-operation between employers and employees and a better mutual understanding of the conditions surrounding both sides of the firms, the stockholders, employees and officers of the City Transfer Co., Hoquiam, Wash., and the Central Delivery service will meet for a business and social session once every 2 months. Decision to hold these meetings was reached at the annual meeting of the stockholders of the company on February 5. The date for the first meeting has not yet been fixed. From 18 to 20 men will attend the meeting.

Reports of the City Transfer Co. for the past year submitted at the stockholders' meeting showed an unusually prosperous year. The following stockholders attended: A. J. Siggstedt, Fred Nappier, Joe Oswald, Eric Siggstedt, Gust Erickson, A. E. Globensky, E. N. Globensky and Harold Smith. The following officers were elected: A. E. Globensky, president; E. N. Globensky, vice president, and A. J. Siggstedt, secretary-treasurer. The board of directors consists of A. J. Siggstedt, A. E. Globensky, E. N. Globensky, Fred Nappier and Eric Siggstedt.

Will Oppose Increase in Canadian Cartage Rates

For several weeks the Transportation Committee of the Toronto Board of Trade have been considering the position the board would take in connection with the application of cartage agencies connected with the Grand Trunk, the C. P. R. and the Canadian Northern Railways to increase the cost of transporting freight. The proposed advance is to go into effect March 1, unless the Dominion

Railway Commission interferes. A hearing before that body will likely take place within the next few weeks at which the Boards of Trade of the larger cities and similar business organizations will be represented.

"We have not definitely decided how we will proceed," declared a member of the Toronto Board of Trade on January 30, "but it is certain we will not let anything be put over that is not fair to the shippers. Some people believe that on account of the shortage of labor an advance would be fair, but there is no good reason why there should be a wholesale advance."

"The reason for the advance will have to be explained in detail," said another large shipper of merchandise. "I think the Transportation Committee of the Board of Trade is well able to look after our interests, and most of us are leaving the matter in the hands of that committee."

A reluctance to go into details was also shown by other shippers. The proposed advance of the railways is to apply to all Canada, but the larger centres will be asked to pay more than the smaller communities.

In Montreal the increase on cartage rates on less than carload lots is from 4c to $4\frac{1}{2}$ c per hundred pounds, with an increase in the minimum charge from 20c to 28c. In Toronto the increase for less than carload freight is from $3\frac{1}{4}$ c to 4c per hundred pounds, with a similar increase in the minimum charge. At other railway cartage points in Ontario and Quebec for less than carload lots the advance is from 3c to $3\frac{1}{2}$ c, the minimum charge being raised from 20c to 28c.

Society to Study Freight Handling

For the purpose of promoting the study of terminal engineering and mechanical freight handling as a specialty, the Society of Terminal Engineers has just been chartered under the laws of the State of New York, with headquarters in that city.

The new organization has three grades of membership, members, associate members and juniors. The members' grade is open to professors of civil and mechanical engineering and engineers specializing in terminal work. Associate membership applies to officers and others connected with concerns manufacturing freight handling appliances and terminal equipment and those whose work and interests enable them to co-operate in the aims of the society. Junior membership comprises recent graduates of recognized technical schools who will specialize in terminal engineering and young members qualified to fill subordinate positions in terminal work.

The dues of the new organization without initiation fee for the first year have been fixed at six dollars. It is proposed to hold regular monthly meetings in New York.

The partial organization, so far, is H. McL. Harding, of New York, president; General W. H. Bizby, U. S. A., Washington, D. C., and John Meigs, Philadelphia, vice-presidents; W. J. Barney, New York, treasurer; J. Leonard, New York, secretary.

A Price Agreement and the Public

What is the attitude of the general public toward an agreement for a uniform scale of prices by business men such as those engaged in the transfer and storage of goods? In one city of the United States certain of the transfer and storage firms have agreed on a certain scale of prices that will be charged. This local organization has printed a rate card on which appear the names of the firms that will charge the prices quoted. As far as known this daring violation of Federal and State anti-trust legislation has never been questioned by the public or its agents, and as far as known it is still in effect.

At Pittsburgh a year or two ago, the laundries announced that owing to increased costs certain services would be charged a higher rate and that rate was named. These announcements appeared in the Pittsburgh newspapers and were good evidence that a price agreement was effected between the laundries. However, the public accepted the increased rates and said nothing. On the other hand, in New York City, the photographic engravers sent out to their customers a new rate sheet on which prices were advanced 100 per cent or more in some cases.

It was claimed that the advance was necessary owing to increased cost of materials. However, the fact that all engravers had sent out the same rate sheet was sufficient evidence of agreement for the district attorney's office, and the outcome of a suit at law against the photo-engravers' Board of Trade was an order to dissolve the board. This resulted in a new rate sheet, one from each separate firm of engravers, but practically the same as the old rate sheet. The public's point was won, for to all appearances the engravers were in competition once again.

Why Was the Distinction?

Why was the increase of the laundry companies at Pittsburgh disregarded and the increase of the photographic engravers of New York followed up in the courts? There is no doubt but what the real reason for this difference in procedure was the fact that the advance of the laundries was only a small percentage over the old rates, whereas the advance made by the photo-engravers in some cases more than doubled the old rates. The public can disregard a slight advance in prices, but is apt to rise in wrath at a heavy increase. It is likely that the case of the transfer and storage firms which have agreed on uniform prices and which has been spoken of is disregarded because the rates to which they have agreed differ but little from the rates of other transfer and storage firms locally. The public does not seem inclined to protest at what appears to be a just rate even when that rate appears to be the

result of a "gentleman's agreement," but let the rate appear unjust and the law is immediately invoked.

Is a price agreement, when the prices set are just, truly detrimental to the best interests of the public? A price cutter creates an unhealthy situation in any industry and eventually an unhealthy state of affairs in the community itself. A price cutter is not necessarily a money maker. In fact, he is too often the opposite, especially in the transfer and storage business. He himself is finally unable to pay his bills and goes into bankruptcy. He is not the only loser. The community at large suffers, for the banks which have advanced him money and the people from whom he has bought supplies usually get back only a percentage of the money or the equivalents of the money they have advanced him.

Effects of Price-Cutting May Be Extensive.

In pulling down his own structure about his ears a price cutter sometimes succeeds in slowing up the entire machinery of business in the community in which he is. By keeping the scale of prices down to a low level he keeps the prices of his competitors also down to that level or to a level but slightly above his own. The natural result is a smaller percentage of profit for his competitors who gradually drift into the "slow pay" class. Credit generally becomes impaired and money becomes tight locally. This is not an acute condition. It is only a matter of degree. Nevertheless, many business ills may be traced indirectly to the local man in any business who either does not know his costs or disregards them.

Would it not be better for each and every member of the community to be making a fair margin of profit? The ills that have been pointed out, which otherwise beset a community would not exist. Every business man would be making money and would be happy in the line of occupation that he had chosen. It would seem that the only way to bring about such a state of affairs would be through a price agreement which is, of course, against the law. Granted that a price agreement with everybody making a fair margin of profit would be the best thing for any community, would it be right to evade the law and set a standard of prices at which the public would not object? No, the first step should be to withdraw the law or have it amended.

How should such a law be amended? A price agreement is not just. Competition must be permitted, but competition should be limited as much as high prices should be limited. No one should be allowed to charge too little for their services or their goods, just as no one should be allowed to charge too much. Competi-

tion must be permitted in such a business as the transfer and storage of goods for several reasons. The first and most important reason for competition is the fact that different companies and firms deal with different classes of people whose pocketbooks differ in thickness. The customers of B cannot afford to pay the prices of the customers of A, and the goods of B's customers are not as valuable as the goods of A's customers. Value of goods stored and transferred must play a big part in the transfer and storage business where there is so much liability and responsibility.

Easy to Cut or Exaggerate Prices.

There is no business in which it is easier to charge too much or too little than the transfer and storage business. In other lines of business the goods cost so much and are sold for so much, the difference being the rate of profit. In the transfer and storage business the costs are variable to a large degree. Costs vary and equipment and service vary. All that the transfer and storage man has to sell are his services and his responsibility. With some firms the degree of service varies and the responsibility varies. Suppose that A's customers want the highest degree of service and the maximum in responsibility. Very well, let them pay for these things. A's costs in giving the service and in assuming the added responsibility will be greater than B's.

If there is a uniform maximum price the customers of A and of B will have to pay the same rates whereas A's customers may live in a private house on one of the main boulevards and B's customers in a four room flat. B is located in a different part of the city from A, where real estate is cheaper. His building and equipment are not of as high a class as A's, and the service he renders is not as good. His responsibility is not as great. Consequently his costs are lower than A's, or, through efficient methods of conducting his business he may still render a service equal to that of A and may assume a responsibility as great as that of A, and still keep his cost lower than A's.

Would Deserve High Class Trade.

Under such conditions he would deserve the trade of the class of customers to which he made special appeal, and under such conditions he would deserve their patronage more than A. However, some one must take care of the cheaper classes among the public, which voids all the possibility of a uniform standard of rates. If there were a standard price for A's service and for B's service, with B's costs lower than those of A, the former would be making a higher rate of profit than A, which would be manifestly unfair. If he could, through efficiency methods, keep his costs down below A's, given the same type of buildings and the same equip-

ment, B might deserve to make a higher rate of profit rather than to deprive A of any of his customers.

But the chances are that B, under those conditions, would rather deal with A's class of customers and waive the higher percentage of profit, that is, providing there were not enough customers of the higher priced class to go around. The result would be a difference in the schedules of A and B, which would be perfectly legitimate competition. If there are not enough customers of the higher priced class to go around between A and B either A or B, whichever cannot keep his costs down, has made a poor investment and must turn to a different class of trade.

But there is a figure below which neither A nor B can operate to advantage. Perhaps the figure at which B makes money and pays expenses may be the base, both charging according to costs and not making an undue percentage of profit. This, then, is a common ground on which they can meet. To keep away all chance of either becoming a price cutter, A and B agree to adopt this figure as the minimum for their charges. They agree that they cannot do business under that certain figure. B will naturally want to get as much more than that figure as he can and so will A. The result will be that after all there will be but little difference in their rates and that difference will take care of the difference between the two classes of customers to which they appeal.

Cost Investigation Essential.

This common figure of cost of operation at which B will make a profit and A meet expenses can be found only through systematic cost investigation. Therefore cost investigation must precede all price moves in the transfer and storage industry or any other industry. Once the common figure is found and set, anti-trust legislation might be amended to the effect that firms and individuals in any certain line of endeavor might combine, and with a knowledge of their costs, set a minimum figure at which their services might be rendered or their goods sold.

Such a limitation of prices downward would discourage price cutting or unfair competition.

There would be a dead line beyond which no firm would attempt to go, and on the other hand, the upward trend of prices would be naturally limited by legitimate competition so that the public at large would not suffer through unjustly high prices. Each class of citizen, according to his pocketbook or his tastes, would gravitate towards one or more companies whose rates, service and responsibility would be similar, and the result would be that, supply and demand being equal, every firm and individual would be making a fair margin of profit and be a real asset to the community in which it or he was doing business.

Right of Truckman to Limit Liability

Below is given the decision of the Supreme Court, Appellate Division of New York state, in the case of Ottillie Heuman vs. the M. H. Powers Co., of New York City, in which the court rules that a truckman may limit his liability for the loss of goods transferred. However, some of the judges took exception to the ruling of the court in this particular case, and the dissenting opinions of these judges are fully as important as the decision of the court:

SUPREME COURT APPELLATE DIVISION, FIRST DEPARTMENT, DECEMBER, 1916.

John Proctor Clarke, P. J., Chester B. McLaughlin,
Francis M. Scott, Walter Lloyd Smith,
Alfred R. Page, JJ.

Ottillie Heuman, Respondent.

vs.

M. H. Powers Company, Appellant.
No. 495.

Appeal from a determination of the Appellate Term
Affirming a judgment of the City Court in favor
of plaintiff.

Powers and Caplan for Appellant.
Bertram L. Krause, for Respondent.

Scott, J.:

The defendant is a general truckman transporting goods for hire under special contracts. He was therefore a common carrier (Jackson Ave. Iron Works vs. Hurlbert, 158 N. Y. 38). He was employed by plaintiff to move her household effects from 435 Convent avenue in the city of New York, Borough of Manhattan, to 2478 Second avenue, in the same city and borough. Plaintiff's husband, who concededly acted as her agent in the matter, signed a paper partly printed and partly written containing shipping directions and the stipulated hire. This paper also contained in perfectly plain letters the following statement: "The responsibility of the company is limited to fifty dollars for any article together with the contents thereof."

Among the articles entrusted to the defendant was a safe, within which was a box containing jewelry belonging to plaintiff and her husband, and valued by them at upwards of one thousand dollars. The goods were delivered to the defendant late in the afternoon of Saturday, May 26, 1913. There was some conversation between plaintiff's husband and agent, and a representative of defendant as to whether or not it would be too late to deliver the goods on that evening, and it was agreed that if necessary the van might be placed in defendant's storehouse until Monday. This was done, and on Monday, May 28, the goods were delivered. In the meantime however, and while the van was in defendant's posses-

sion the safe was broken open by some of its employees and the jewelry stolen. This action is to recover the value of the stolen articles. Plaintiff had a verdict for \$1,000, upon which judgment was entered and affirmed by the Appellate Term. The sole question in the case is as to the efficacy of the clause above quoted limiting the defendant's liability.

It is now well settled in this state that it is competent and valid for a common carrier to limit his liability by agreeing with the shipper upon a maximum valuation of the articles to be carried (Boyle vs. Bush Terminal R. R. Co., 210 N. Y. 389; Tewes vs. North German Lloyd S. S. Co., 186 N. Y. 151; Gardiner vs. New Central & Hudson River R. R. Co., 201 N. Y. 387) and a clause in a contract of carriage limiting the liability of a carrier to a given sum is held to be equivalent to a valuation of the goods. (Magnin vs. Dinsmore, 62 N. Y. 35; 70 N. Y. 410). It is true that in order to exempt the carrier from liability for negligence the provision making such exemption must be clearly and expressly stated. (Magnin vs. Dinsmore, 56 N. Y. 168; Maynard vs. Syracuse B. N. Y. R. R. Co., 71 N. Y. 180).

In the present case the action is not based on defendant's negligence but upon its general common law liability as a common carrier for loss or damage of goods. The only allegation of negligence contained in the complaint reads as follows: "Seventh: Upon information and belief that the men employed by the said defendant, or some of them, to pack and move the property, furniture and effects of the plaintiff were dishonest and were not selected by the defendant as employees with a proper regard and care as to their honesty, but were carelessly and casually selected and employed by the defendant without regard to their previous character and reputation, which could have been ascertained upon proper inquiry made by the defendant, which wholly failed to make such inquiry, and that the said employees, or some of them were men of loose character and dishonest and not proper men to be trusted with the labors that the defendant intrusted them with." No attempt was made to establish this allegation by proof.

Resemblance to Older Case

The case on the facts closely resembles D'Utassy vs. Barrett (171 App. Div. 722) recently decided by this court, wherein there was similar limitation of the carrier's liability, and the loss occurred through a theft on the part of the carrier's employees. The opinion of the court by Mr. Justice Smith quite clearly and very correctly states the reasons why the shipper, in such a case, may not recover more than the stipulated value of the stolen goods.

It is true that in the D'Utassy case, and in a number of others the receipt or shipping contract has contained words indicating that the consideration for the valuation at a fixed sum was that a lower rate of freight was thereby secured than would have been charged if the true value of the goods had been stated. But that circumstance does not in my opinion affect the question of the validity of a written, deliberate agreement as to the extent of the carrier's liability, and so far as I am aware no case has ever held that circumstance to be controlling. On the contrary it was held to be irrelevant in Rubens vs. Ludgate Steamship Co. (20 N. Y. Supp. 481, affd. 143 N. Y. 629, 487) decided by the General Term in this Department.

Contract Was Permissible

In that case the Court said: "There still remains a subsidiary question as to the effect of the failure to prove the allegation of the answer, that the consideration for these exemptions and exceptions accorded to the defendant was the low rate of freight the defendant agreed to accept as a condition to its release from any liability for loss resulting from causes exempted. We do not think that such failure on defendant's part was material to the disposition of the case, for the reason that it is entirely competent for the parties to enter into a contract; and where it appears that, in consideration of a stipulated sum, the carrier agrees to perform certain services upon condition of certain exemptions, sufficient consideration is to be found in the carrier's obligation thus assumed to support the exemptions provided for in the contract."

Indeed there is high authority for saying that even if the contract of carriage had contained no specific limitation of defendant's liability, still the plaintiff might be refused relief because of her act in misleading defendant as to the extent of responsibility it assumed by concealing the fact that the safe contained jewelry of considerable value (Nathan vs. Woolverton, 149 App. Div. 791). It is not necessary to go so far as that in the present case, nor are we to be understood as placing our decision upon that ground. It is cited merely to illustrate the point that it is not the rate of freight alone, but also the degree of care necessary to be given to the goods entrusted to the carrier that is to be taken into consideration in fixing a valuation upon the goods. It is quite probable, for instance, in the case at bar, if the carrier had been advised that the safe contained valuable and easily portable jewelry, that he would have taken some extraordinary means to guard against its loss.

Our conclusion is that the determination of the Appellate Term and the judgment of the City Court must be reversed and a new trial granted with costs to appellant in all courts to abide the event, unless the plaintiff shall stipulate to reduce the recovery to \$50 with interest, and costs in the City Court, in which event the judgment as so modified will be affirmed without cost to either party in this court or the Appellate Term.

Clark, P. J. and Page, J., concur.

DISSENTING OPINION

Ottillie Heuman, Respondent,

vs.

M. H. Powers Co., Appellant.
No. 495.

This is an appeal from a determination of the Appellate Term affirming a judgment of the City Court in favor of the plaintiff and against the defendant for the sum of \$1,095.89, damages, and costs, and also from the order denying the defendant's motion to vacate and set aside the same and from the order of the Appellate Term denying defendant's motion for a re-argument.

Plaintiff in this case sued to recover from the defendant the sum of \$1,115, the value of certain jewelry stolen from a safe owned by the plaintiff, which safe was delivered to the defendant for cartage and subsequently rifled by the defendant's employees. It appears that the plaintiff was about to remove her household goods to a new residence, and employed the defendant company to transport these goods to the new place of residence for the lump sum of \$49. The defendant is engaged in the moving and storage business, and at the time the contract was made secured the signature of the plaintiff's husband, who was admittedly authorized to act for her in this respect, to a memorandum contract, which stated: "Price per contract \$35, cartage on piano \$14—\$49." This contract, or order for the work to be done, also contained immediately above the signature mentioned the following provisions: "All fragile articles, unless packed and unpacked by this company, are at owner's risk, and no employee has authority to waive this condition. The responsibility of the company is limited to \$50 for any article, together with the contents thereof."

Jewelry Was in Small Safe

One of the articles to be moved, and which was apparently in full view of the defendant's representative at the time the contract was made or the order given, was a small safe. In this safe plaintiff kept jewelry, and her claim in this action is based upon the conceded fact that the safe was broken open and the contents stolen by the defendant's employees while the safe was in plaintiff's garage where it was kept in the van over Sunday by plaintiff's consent having been received too late on Saturday night for delivery that night.

At the close of the plaintiff's case the defendant also rested, and asked that a verdict be directed for the plaintiff in the sum of \$50 on the ground that under the contract mentioned the defendant's liability was limited to the sum of \$50 and that there was no evidence that the goods lost were lost by reason of gross negligence or any negligence on the part of the defendant. This motion was denied and the trial judge left to the jury simply the question of the amount of the plaintiff's recovery, and they returned a verdict for the sum of \$1,000.

Smith, J. (Dissenting.)

It is first contended that there is no proof here that these goods were lost by the negligence of the defendant. The admission is that while in the defendant's garage where the van was stored, the safe was rifled and the goods were stolen by the defendant's employees. In the D'Utassy case, 171 App. Div. 775, which was under an express company contract, which will hereafter be referred to, the opinion says: "But the instant case presents a totally different question, since the conversion of the goods was by an employee for his own benefit. His acts in furtherance of this purpose were not company acts, but the acts of a stranger. But for not preventing the theft the company, through its agents, including the theft, was negligent. It was a part of the contract of carriage to prevent thefts by anyone, including their own employees."

Common Carrier Not Questioned

But the same rule of reason and public policy which would require a company stipulating for its own exemption of limitation of liability for negligence to specifically so state would apply with still more force to a company stipulating against its liability for its own wrong or the conversion of its servants. And under the rule laid down in the D'Utassy case, *supra*, this case may, therefore, be considered as though the limitation of liability here were a limitation from liability for the negligence of the carrier. That defendant is a common carrier of goods is not questioned.

The legal question presented by this appeal is sharply outlined in the dissenting opinions in this court and in the Court of Appeals in the case of *Gardiner vs. New York Central & Hudson River R. R. Co.*, reported in this court in 139 App. Div. 17, and in the Court of Appeals in 201 N. Y. 387. In that case the plaintiff had purchased a commuter's fifty trip ticket, non-transferable, at a greatly reduced rate according to a tariff filed with the Public Service Commission. Upon the ticket was printed a provision limiting the railroad's liability for baggage to \$50. It was held that the passenger could not recover in excess of that sum. Judge Laughlin, in his dissenting opinion in this court, says: "It is well settled that a shipper or passenger and a common carrier may make a binding contract with respect to the value of the property, whether shipped as freight or baggage, which will limit the amount of the recovery, and this may be done either by an express provision fixing the actual value, or by a valuation specified by the carrier in the bill of lading or ticket, as the valuation agreed upon in the event that a higher valuation is not declared and a higher rate paid (citing authorities).

In the case at bar, however, the agreement printed by the carrier on the ticket is not a *valuation* agreement, but is a clear attempt on its part to limit its liability, and in such case the rule is that, although the condition be bind-

ing upon the shipper or passenger, it will be construed as a limitation on the carrier's liability as insurer and not upon its liability as a bailee for hire, and, therefore, will not be construed as relieving the carrier from liability for its own negligence, which is alleged here and admitted, unless it is *expressly* so provided or such intention is so clearly expressed that it cannot be misunderstood by a shipper or passenger of ordinary intelligence."

In the Court of Appeals, Judge Vann in his dissenting opinion, in which two other judges agree, says: "In *Wheeler vs. Oceanic Steam Navigation Co.* (125 N. Y. 155, 161) Judge Finch, after reviewing certain cases, wrote for all the judges as follows: 'These cases show that the liability for negligence as bailee survives even when by special contract the carrier has thrown off his liability as such; and the courts of this state have exhibited a very decided purpose to retain and enforce that liability wherever it is possible. Even that may be thrown off by force of a special agreement, but we have refused to permit any general words to accomplish such result, and have insisted that where the carrier seeks to contract against the consequence of his own negligence, he must say so openly and plainly so as not to be in the slightest degree misunderstood. * * * *Nichols v. N. Y. C. & H. R. R. Co.*, 89 N. Y. 372.'

The defendant claims to have thrown off its liability as bailee by virtue of the 'condition' above quoted, which it regards as a special agreement of valuation. I cannot assent to this position under the rule of strict construction against the carrier, which, unless many precedents are to be disregarded, must be applied in this case. There is nothing in the stipulation that suggests valuation to my mind. Neither the word 'value' nor 'valuation' nor any equivalent words or expression appears in the 'condition,' which is simply an arbitrary and flat limitation of liability to the sum of \$50, not as a valuation but as a limitation, pure and simple. The opportunity, afforded in many of the reported cases, to declare a higher valuation and pay a higher rate was not given to the plaintiff. Such a provision shows an intention to value at the sum named, by offering as an alternative the chance to value at a higher rate, if the shipper so elects. There was no express valuation, and a valuation by implication is not stated in 'unequivocal terms' or 'so that it cannot be misunderstood' as the cases require.

Where Facts Differ

The facts in that case, however, are materially different from the facts in this case and present a clear distinction. Justice Clark in writing the prevailing opinion for this court says: "The tickets here under consideration are as special and as different from ordinary railroad tickets as the steamship tickets alluded to. ***They are intended for commuters coming in and out from suburban places, and for such travelers the limitation upon the personal baggage to be carried and the value thereof is reasonable.

Whether so or not is not to be determined by this court in the first instance.

The rates have been filed with the Public Service Commission as required by law (Laws of 1907, Chap. 429). Section 28 thereof requires the filing of schedules showing rates, fares and charges for transportation of passengers and property within the state between each point and its route and all other points thereon. The schedules printed as aforesaid shall plainly state the places between which property and passengers will be carried, and also contain the classification of passengers, freight or property in force, *** all privileges of facilities granted or allowed, and any rules or regulations which may in any wise change, affect or determine any part, or the aggregate thereof, or the value of the service rendered to the passenger, shipper or consignee.

And Section 33 provides that nothing in this act shall prevent the issuance of mileage, excursion or commutation tickets, or joint interchangeable mileage tickets, with special privileges as to the amount of free baggage that may be carried under mileage tickets of one thousand miles or more. But before any common carrier subject to the provision of this act, shall issue any such mileage, excursion, commutation passenger ticket or joint interchangeable mileage ticket, with special privileges as aforesaid, it shall file with the commission copies of the tariffs of rates, fares or charges on which such tickets are to be based.' I think the case at bar comes directly within the Tewes Case (186 N. Y. 151), that the limitation of liability was clearly expressed in the special contract of transportation accepted by the plaintiff, who must be deemed to have assented thereto." In the Tewes case the stipulation provided for a limitation of the amount for which the carrier should be liable for loss or damage "unless a declaration in excess of that sum is made."

In the Gardiner case in the Court of Appeals, Judge Hiscock, writing the prevailing opinion, says: "Counsel for the appellant is entirely right in his claim that a clause simply releasing a carrier from liability for loss of goods will not include a case, like this, of its own negligence unless such exemption is expressly and plainly stated. He concedes also correctly that a clause in consideration of reduced rates properly and reasonably limiting the liability of a carrier to a specified valuation of the goods received by it will include a case of a loss or damage arising from its own negligence without express mention thereof.

Proposition Clearly Defined

There can be no doubt about this proposition since our recent decision in Tewes v. North German Lloyd S.S. Co. (186 N. Y. 151). He contends that the clause here involved is not sufficient within the principle first stated because it does not expressly excuse the respondent's own negligence, and in that contention I agree with him. He then finally reaches the debatable ground of the case and insists that the provision which has been quoted is

not sufficient under the principle secondly stated because it is not one of limited or fixed valuation, and, therefore, effective without express enumeration of such negligence.

With this contention I do not agree, but think that the clause is to be construed as one relating to and fixing a valuation on appellant's baggage and limiting respondent's liability thereto in consideration of reduced rates. The choice is between an interpretation that this was a mere general clause releasing the carrier from liability without reference to the character and value of the goods and one that it fixed the amount and value of free baggage which a passenger could check on this ticket and limited the liability of the carrier to that amount. Of course, it was not necessary to use the word "value" or "valuation" in order to frame a clause of limited valuation and liability.

If the fair meaning and purpose of the clause as understood and intended by the parties was to fix a liability based on a reduced and limited valuation of goods in consideration of reduced rates of fare, we ought to enforce the meaning of this and carry out this purpose if permissible. In determining what must have been the understanding of the parties concerning the meaning of the clause at the time when appellant checked her baggage under the ticket containing it, it will be well to recall some of the statutory and other legal rules which surrounded that transaction, and with knowledge of which she must be charged.

Knowledge of Law a Factor

The opinion then says that the plaintiff knew that under long-established rules on a ticket at full rates she could compel the carrier to transport at its full value all of the property which she might properly check as baggage. She was held chargeable with knowledge of the statute, Section 38 of the Public Service Commissions Law (Laws of 1907, Chap. 428) which provided, in absence of special contract, "Every common carrier and railroad corporation shall be liable for loss, damage and injury to property carried as baggage up to the full value and regardless of the character thereof, but the value in excess of \$150 shall be stated upon delivery to the carrier."

She was held chargeable also with knowledge of section 33: "that nothing in this act shall prevent the issuance of mileage * * * or commutation passenger tickets * * * with special privileges as to the amount of free baggage that may be carried under mileage tickets of 1,000 miles or more," and requiring every common carrier to file and give public notice of "schedules showing the rates, fares and charges for the transportation of passengers and property. It is also held that she was chargeable with knowledge of the schedule heretofore quoted and filed by the carrier with the Public Service Commission." The opinion then proceeds: With these

statutes and principles presumably in her mind, and telling her that independent of statute she had a right under an unlimited ticket to enforce upon the respondent a liability for the full value of anything properly constituting baggage, and that under the statute she had a right on proper terms to enforce upon it a liability of full valuation of anything which she might desire to have transported as baggage 'regardless of the character thereof,' appellant preferred to secure a better rate of transportation and check her baggage under a tariff schedule and ticket which limited her as to the character of baggage and as to the amount for which liability would arise.

Consenting to Restriction of Value

She must necessarily have understood, as it seems to me, that although she could hold the respondent for the full value of anything she wanted to check as baggage, she was consenting to a restriction of the character and on the value of what she might check * * *. Conversely, when she attempts to establish that her lost baggage was worth more than fifty dollars, the respondent, as I think, is entitled to invoke the benefit of this clause and say, 'You shall not recover for a valuation in excess of fifty dollars because we have limited our liability to that amount of value.' " The Tewes case is then referred to, in which the liability was limited to fifty dollars "unless the true and just value thereof is herein stated."

Judge Hiscock further says: "The first portion of the clause is for all practical purposes identical with the one now under review. All that can be claimed to aid in making a valuation clause which does not exist in this case is the last portion of the provision that the limited liability should prevail 'unless the true and just value thereof is herein stated.' But under the circumstances adverted to that sentence hardly differentiates that case from this. The defendant there secured a limited liability unless, as expressly stated in the ticket itself, the shipper gave a valuation of a larger amount. The respondent here secured a limited liability unless the appellant desired an enlarged liability for the full valuation of the goods, and which the law and respondent's tariff schedules told her how to secure. * * *. In the one case the ticket itself suggested the right to fix a greater valuation. In the other the statute and rules, presumably present in the mind of the shipper, suggested and guaranteed the same right."

Paying Higher Rate Would Remove Restriction

It will thus be seen that the limitation of liability in that case was sustained by the Court of Appeals and by this Court upon the ground that by reason of the shipper's presumed knowledge of the law and of the schedules posted with the Public Service Commission, choice was given to her to procure a greater protection upon paying a larger rate. In the United States Courts it has always been held that a shipper cannot under any circumstances stipulate for exemption from liability for its own negligence. Nevertheless the United States

Court holds as does our Court of Appeals, that where a choice is given to the shipper of paying a greater rate and secure larger protection, the carrier may stipulate as in the value and to the extent of its liability in case of loss.

The valuation clause in these agreements is considered merely as indicating to the shipper his right to a choice; and in Cincinnati, New Orleans & Texas Pacific Railway Co. v. Rankin, 241 U. S. 319, the opinion reads: "The essential choice of rates must be made to appear before a carrier can successfully claim the benefit of such limitation and relief from full liability. And as no interstate rates are lawful unless duly filed with the Commission, it may become necessary for the carrier to prove its schedules in order to make out the requisite choice.

But where a bill of lading, signed by both parties, recites that lawful alternate rates based on specified values were offered, such recitals constitute admissions by the shipper and sufficient *prima facie* evidence of choice." In the contract in the case at bar there was a simple limitation of liability without any indication whatever to the shipper that greater protection could be procured by the payment of greater rates.

Evidence of Choice

There was no statute, as in the Gardiner case, there were no schedules filed, as in the Gardiner case, to give to this plaintiff such a choice. I am referred to no case, and am able to find none, either in the United States Courts or in the courts of this State, which holds such a limitation of liability where there is no indication that the rates are fixed upon the value of the articles shipped to be effective to relieve the carrier from full liability for negligence unless such exemption be specifically claimed in the contract.

It follows that in the case at bar the plaintiff is entitled to recover the full value of the goods lost.

The determination and orders appealed from should be affirmed with costs.

McLaughlin, J., concurs.

Walter C. Reid, treasurer of the American Warehousemen's Association, and president of the New York Furniture Warehousemen's Association, writing in the February number of the *Bulletin* of the former organization, gives the paragraph limiting a truckman's liability which is to be inserted in moving contracts, which has been endorsed by the New York association. This clause is as follows:

"The owner of the goods declared that the value in case of loss or damage for each or any piece or package and contents thereof, does not exceed \$50. The owner has the option of paying a higher rate, without limitation as to value, in case of loss or damage from causes which would make the company liable, but agrees to the specified valuation named, in case of loss or damage, from causes which would make the company liable, because of the lower rate hereby accorded."

Advises Shippers on Shipping Papers

From time to time, through the columns of *Greater New York*, we have invited the attention of members to the importance of issuing clear and legible bills of lading or shipping orders; also to the importance of using good containers, removing all old marks from second-hand containers and marking packages plainly.

Too much stress cannot be laid upon these subjects. The railroads and steamship lines serving New York receive the majority of package freight during the afternoon especially during the one or two hours before their closing time. After the shippers' team is admitted to the piers, which very often follows a long wait in line, a second delay is experienced if the bills of lading or shipping orders are illegible or the packages are not plainly marked so as to correspond to the shipping documents.

Defective Shipping Orders

We have recently received from the carriers photographic reproductions of shipping orders received by the railroads which are a disgrace to the shippers from whom they emanated. In making both of these shipping orders carbon paper was used. In one case, while the writing is reproduced, it is indecipherable; and in the other case the carbon paper used did not reproduce 10 per cent of the writing which must have been on the original shipping order. Great care should be exercised in making these important documents and if possible they should be typewritten. In any event, they should be legible and if carbon paper is used it should be of good quality so as to clearly reproduce all writing on the original.

The carriers have united in seeking the co-operation of the shippers and we heartily endorse suggestions which they have made in the form of circulars to their patrons. As illustrative of these circulars, the following is quoted from one recently received by the Traffic Bureau:

"Every cent that a railroad pays out for loss and damage to freight represents waste."

"The Pennsylvania Railroad is forced to spend in this manner more than \$1,000,000 per year. This is a burden to the Company. Moreover, it does not save patrons from annoyance and possible loss of business when freight goes astray or is damaged.

"The railroad is doing all in its power to reduce this loss. It now asks the co-operation of its patrons in the effort.

"Here are four ways in which shippers can help:

"1. Use Good Containers:

Poor containers are a big factor in the loss and damage to freight. They should always be strong enough to last to destination.

Recently a shipment of 180 pounds of metal radiator parts was packed in a second-hand biscuit box, built to carry 40 pounds. The box collapsed before the journey was half over.

"2. Mark Articles Plainly; Remove All Old Marks:

Many articles go astray because of improper marking, causing confusion, delay and inconvenience to both the railroad and its patrons.

Recently a shipment of cigars was forwarded in a second-hand container and the old marks were not removed. The result was that the cigars went to the wrong party.

Package freight must be plainly and durably marked with the name of the consignee, the name of the station, town or city, and state to which destined. When consigned to a place of the same name as another place in the same state, mark the county on each article and also on the shipping order.

"3. Write Bills of Lading and Shipping Orders Legibly:

Whenever possible, shipping orders on standard form, both for carload and less carload shipments should be typewritten. If not typewritten, writing should be legible.

Marks on bundles, packages or pieces should be compared with the shipping order and corrections, if necessary, made by the shipper or his representative before bill of lading is signed by the agent.

"4. Deliver Freight Early and Avoid Delay and Damage:

Over 50 per cent of package freight is delivered to our freight stations in the last two hours before closing time. This often results in congestion and damage, and shippers' teams are seriously delayed.

Mr. Shipper, do you not, as a rule, send your teams empty to haul freight from depots during the forenoon?

May we suggest that you utilize this empty trip in the morning by sending us a load."—*New York Merchants Association*.

Pomerene Bill of Lading Act in Effect

At the December meeting of the Illinois Furniture Warehousemen's Association, reports of which have just come to hand, President F. L. Bateman made the following remarks regarding the Pomerene Bill of Lading Act, which became effective January 1.

"The Pomerene Bill of Lading Act, which was passed

by Congress at the last session, and which is to become effective January 1, provides that a railroad bill of lading when stamped by a railroad company at the local freight office or stamped by any responsible agent of the railroad company, shall make the carrier responsible for all notations, citations, and printed as well as written matter on the document in question.

"The practice of the railroad companies for years has been to accept the shipper's bill of lading. In nearly all instances these bills of lading, of course, are the uniform bills of lading. But they have never stopped to examine the contents of those bills of lading. They have merely stamped them, after verifying the number of packages and checking the description.

If this law is literally enforced, it may mean that the carriers will be obliged to read every bill of lading; and it is of course, acknowledged that the checker at the door of the freight house would be, in a large number of instances, incompetent to pass upon the question of the contract covered by the bill of lading with the carrier. So the railroad companies may be in the position of being obliged to require every shipper coming to the door of the freight house with a consignment to go with the stamped receipt, obtained by him, to the offices of the railroad company, and exchange that stamped receipt for an authorized bill of lading. Of course, we can all realize the interminable delays and trouble that would follow if such a practice became universal and was enforced by the railroads.

Straight Bills at Freighthouse Door

Just at this time this report can only be preliminary, for the reason that the railroad companies in this territory will hold a meeting tomorrow afternoon, and at that time probably will decide upon some line of action. The last report that I have been able to obtain this afternoon is that they will probably permit the ordinary or so-called straight bills of lading to be passed at the door of the freight house, without any reissue, but that upon a shipper's order bill of lading they will require that the shipper shall go to the office for an exchange form of bill of lading, to be duly signed by the agent of the carrier.

I believe it would be well to leave the matter without any further comment, and if agreeable I will look up the action of the railroads tomorrow and advise the Secretary; and, in case there is any radical departure from the present practice, he can send out a notice to the members of the Association.

Mr. Wood: I understand that it had been intimated that we will no longer be permitted to make out our own bills of lading, but must take our freight to the freight house, and permit the freight man at the freight house to make out the bills of lading for us. Is there any truth in that?

The President: No. That was talked about, as the extreme alternative; but I am told on reliable authority

that nothing of the kind was seriously contemplated. The railroads seem obliged to protect themselves, under this law, in some way, by inspecting the signed bill of lading that they turn over to the shipper. In other words, the stamped receipt given at the door of the freight house may not suffice, under this law.

Only One L. C. L. Station in Baltimore

It is claimed that thousands of dollars in truck haulage expenses will be saved annually to the large wholesale houses and manufacturing concerns in Baltimore by the new plan which the Pennsylvania Railroad proposes to institute in connection with the handling of less than carload shipments at the Calvert street terminals, provided the improvements contemplated at that point are finally carried out. The Pennsylvania has said nothing about this new system which it proposes to inaugurate at Calvert Station, but information leaked out recently in railroad circles which will be of wide interest to the small package freight shippers.

Practically all of the large wholesale firms in Baltimore are included in this class, and in past years these houses have found it rather expensive in the matter of time lost and additional expense in drayage charges in breaking their less than carload shipments by delivering part of the shipment at one station and the remainder at another.

For instance, if Baltimore houses had packages destined for New York and Philadelphia, and other shipments classed in the less than carload lots, routed by the Pennsylvania to Chicago, all of these packages might be included in the haul of one truck, but the goods for New York and Philadelphia would have to go to President Street station, while the Chicago packages would have to be carried to Calvert Street station. At the present time, package shipments for New York and Philadelphia are not received at the Calvert Street station, nor will the agent at President Street permit packages for Chicago to be delivered there.

Present System Is Costly

Such a system has been an inconvenient as well as an expensive arrangement for Baltimore merchants. In addition to the drayage expense, considerable time is lost in breaking up these package deliveries between the two stations.

Under the new arrangements, contingent, of course, upon the final carrying out of the Calvert Street station improvement plan, the management of the Pennsylvania proposes to accept less than carload shipments for all points at the new Calvert Street station. This will mean that only one delivery by merchants in Baltimore forwarding less than carload cargoes, which include package shipments, will be necessary.

Too Many Railroad Laws

The railroads of the country are not asking a surprising thing when they unite in a plea to be freed from the hampering conditions of forty-eight different State laws and placed under a uniform Federal law.

In the reaction a few years ago against the abuses of privileges by railroad corporations, State Legislatures went too far in many instances in their restrictive regulations. If they had all agreed on the same regulations and had been entirely in accord with the interstate commerce law the difficulty would have been less, no doubt. But this was not the case. Each State made its independent laws and fixed its own transportation rates. In complying with them and at the same time meeting the requirements of interstate commerce the roads have been at a great disadvantage and have been put to needless expenses.

A smoothly-running transportation system is needful for the prosperity of the country. It is important to shippers and roads alike. The old high-handed operation of roads is no longer possible and nothing is to be gained by the public in an insistence upon petty and needless restrictions that vary with the crossing of each State boundary.—*Indianapolis Star*.

Warehouses a Dire Necessity in North Carolina

Secretary E. N. Farris, of the Charlotte, N. C., Chamber of Commerce, is very much interested in the proposition of erecting a number of warehouses throughout the county, in community and small town centers, as an aid in the useful purpose of making the auxiliary chambers of commerce in the various communities a great community asset. He has had experience of a very practical and successful kind in starting movements for county warehouse systems and believes such a system could be instituted in this county that would result in great economic value to the county.

In Hill county, Texas, for example, Mr. Farris, as head of the chamber of commerce in Hillsboro, started and carried through the agitation that resulted in a warehouse system that saved the cotton farmers of the county \$55,000 in one year on cotton alone. In addition to the warehouses serving as storage place for cotton in the cotton season they also served as warehouses for other commodities outside the cotton season and were one factor in making Hill county one of the most progressive and prosperous in the Lone Star state. The system which Mr. Farris originated in Hill county was so successful that the Dallas chamber of commerce took up the plan and led in a movement to make it a state system.

"We figured," said Mr. Farris, in discussing the matter, "that if it were economical to protect a \$10 bale of hay in a warehouse to save it from deteriorating in the weather it would also be economical to protect a 500-pound bale of cotton that was bringing at that time even more than

now. The farmers of Hill county were annually losing a great deal of cotton by allowing it to lie out in all kinds of weather, and so we started out to erect warehouses at centers in the county where there were auxiliary chambers of commerce to the main chamber of commerce at Hillsboro. We also had an official grader, just as you have in this county, and by this system established the rule that only 2 samples need be or could be removed from a bale. This item, though apparently a small thing, also saved the cotton producers a great deal. With the grade of his cotton certified by the official grader and with the cotton itself safely stored in the warehouse the owner of the cotton could go to the bank with his receipts and hypothecate them, thus adding immensely to the farmer's financial security and independence."

When Special Damages May be Claimed

The Supreme Court of Florida says that in an action against a carrier for the recovery of damages occasioned by the negligent delay in the transportation of goods, whether brought by the consignor or consignee, only such damage may be recovered as were contemplated or might reasonably be supposed to have entered into the contemplation of the parties to the contract of carriage. In order to charge the carrier with any special damages it is incumbent upon the plaintiff to show that at the time of the shipment of the goods the carrier had notice or knowledge of such special facts and circumstances as to require expedition in the transportation of the goods, and that special damages would ensue by reason of negligent delay.—Florida East Coast Ry. Co. v. Peters, 73 Sou. 153.

Freight Notice by Mail

That notice by postal card, properly addressed and mailed, from carrier to consignee, of arrival of shipment, was received, will be presumed in the absence of evidence to the contrary, says a North Carolina decision, which also holds that the mailing and contents of the postal may be shown by parol, in an action by the consignee to recover the goods in which defendant claims for storage, the mailing and contents being matters collateral to the issue, and not the subject matter of the litigation.—Hollman v. Southern Ry. Co., 90 S. E. Rep. 292.

Must Receive Partially Damaged Goods

The North Carolina Supreme Court holds that where goods are damaged in transit through causes for which the carrier is responsible, and the loss is partial, the consignee cannot refuse to accept them and sue for their value; he must receive the goods with the right to recover damages actually sustained. His damage is the difference between the reasonable market value of the goods on arrival in the condition they then were in and what should have been their reasonably fair value on arrival but for the injury.—Whittington v. Southern, 90 S. E. 505.

The Fundamentals of Exchanging Shipments

When a household goods warehouseman sends a shipment of a family moving into another city in care of a brother household goods warehouseman in that other city he puts the receiving warehouseman under obligation to him in two ways. In the first place the receiving warehouseman gets the hauling and unpacking of that particular shipment. In the second place, if the receiving warehouseman does good work he has gained a customer which the shipping warehouse has really given him. This obligation of the receiving warehouseman can be discharged in one way, and that is by reciprocating when he has a shipment going to the city in which the shipping warehouse is located.

If both warehousemen are satisfied with their dealings with each other, each warehouse has practically established a branch connection in the other city which acts as representative and takes care of their common customers. The public which deals with these two warehouses is better satisfied when the goods are sent from one warehouse to another when the work is well done, because it removes the necessity of bothering with shipping matters about which the average individual knows little. The exchange of household shipments between the warehousemen of the country should become more common, and it should not be confined to association members.

Associations Made Exchange Possible

Exchanging shipments is primarily an association affair. This business consideration is the main factor in all of the warehousemen's organizations of national importance. It was the principal consideration in bringing them into existence and it is one of the biggest phases of association work which keeps the associations together. There are approximately 500 association members, shipping each to each. There are 4,000 or more household goods shippers who send their shipments "wild," not consigning them to any warehouse company. Each member of an association must qualify in respect to his reliability and financial responsibility before he can become a member. In this way those who are already members are protected when there are collections to be made and remitted by a receiving warehouse, damage and loss claims to be taken care of or any of the other factors that creep into the exchange of shipments and affect the standing between the warehouses and the customers.

But in the meantime the shipments of those concerns which are not warehouse association members, whether they are responsible and reliable or not, are going "wild"

and the customer must look around for a truckman to handle the goods at the receiving end. Sometimes the goods go to railroad storage and are temporarily lost. The way would be made much easier for the public at large were all shipments sent in care of receiving warehouses or transfer companies, and it is possible that the amount of shipping of this kind would receive more than a natural increase were the business handled along those lines.

Are Unfamiliar With Exchange

The association warehousemen have been able to get together and talk over the factors which enter into the exchange of shipments. They have gone so far as to agree that all collections should be made at the shipping end. They have worked out packing specifications and talked over the manner of handling claims with the railroads. On the other hand, the non-association members have had no opportunity to discuss this business, and whereas to an association member the exchange of shipments is an old business, it is something entirely new to the greater body of men engaged in the packing and shipping of household goods. The four thousand non-association members are entirely ignorant of the ramifications of this business. They do not know what is expected of them, nor do they always realize that they are really under obligation to the shipping warehouse company.

Since the publication of the TRANSFER and STORAGE DIRECTORY, which gives statistics calculated to indicate the reliability and responsibility of the transfer and storage companies listed, the exchange of shipments between association and non-association warehousemen has somewhat increased. Association members are shipping now to non-association members in cities and towns where the organizations are not represented, sometimes even depending upon the non-association member to make collections and remit to the shipping warehouse. This new business has brought out some peculiar cases in which misunderstanding on the part of the non-association member receiving warehouse as to what was expected of them was the chief factor.

A Case in Point

The Langan & Taylor Storage & Moving Co., St. Louis, Mo., sent a shipment of household goods to one of these non-association members in an eastern city the latter part of 1916. The correspondence which follows

is sufficiently explanatory of the misunderstanding that occurred:

St. Louis, Mo., Nov. 22, 1916.

Blank Transfer & Warehouse Co.,
Eastern City, State.

Gentlemen:

Enclosed please find B. L. covering a shipment of household goods belonging to Mr. L. K. James of No. 6 College street, your city, also insurance policy, and our bill for our charges amounting to \$92.54 which we kindly ask you to collect for us before you surrender the B. L. We have written Mr. James requesting him to call at your office and give you disposition of this shipment.

Trusting you will be able to secure the handling of this shipment on arrival, and thanking you for your attention to this matter, we remain

Yours very truly,
LANGAN & TAYLOR S. & M. CO.

Eastern City, State
Dec. 20, 1916

Langan & Taylor Storage & Moving Co.,
4908 Delmar Boulevard,
St. Louis, Mo.

Gentlemen:—

The lot of household goods for Mr. L. K. James on which you sent us papers, have arrived today and we have delivered them to Mr. James.

The amount of your bill was \$92.54. We deduct 2 per cent for our trouble in the matter and hand you our check for \$90.30.

Yours truly,
Blank Transfer & Warehouse Co.

St. Louis, Mo.
Dec. 23, 1916.

Blank Transfer & Warehouse Co.,
Eastern City, State.

Gentlemen:—

Your letter of Dec. 20 with check for \$90.30 received, and I certainly was surprised at the contents. We have been in the storage business for over 20 years and send bills of lading with our charges attached to storage houses all over the United States, and this is the first instance we have ever had of charging commission on same. If you had told us when we wrote you our first letter that we would be charged 2 per cent commission, we would have sent it through the bank with sight-draft attached at the cost of 15 cents, and if you think you are entitled to a commission, we certainly think that you are entitled to no more than the bank charges, for you have no more trouble, only to ask the man for the money

and send your check in return. It is always our object in sending a B. L. to a warehouse to have them secure the hauling at that end.

In conclusion will say that we would like to have a check for this balance, as we feel that one warehouseman should show another one courtesy enough to collect a bill without charging a commission.

Yours very truly,
LANGAN & TAYLOR S. & M. CO.

Eastern City, State
Dec. 29, 1916

Langan & Taylor Storage Co.,
St. Louis, Mo.

Gentlemen:—

We have your letter of the 23rd. The only comment we care to pass on it is that if you have been in the storage warehouse business for 20 years and have been able to get someone to do your work for you for nothing, you ought to be prosperous.

We would not think of charging you 15 cents for collecting this money for you and enclose, herewith, our check \$1.84. We occasionally make a contribution to some deserving charity and will charge this to that account.

Yours truly,
Blank Transfer & Warehouse Co.

Might Be Laughable Except for Principle

In a way this incident might be considered laughable, but taken seriously, it is simply an indication of the misunderstanding on the part of the Blank Transfer & Warehouse Co. Such misunderstandings as this may prove more common as the exchange of shipments is extended among the non-association firms, who do not always realize their obligations as the representatives of shipping warehousemen in other cities. It is very likely that there is a tinge of hard feeling between these two warehouses, perhaps only on one side, but nevertheless it may be some time before they again exchange shipments. The Blank company may not be enthusiastic about sending a St. Louis shipment in care of Langan & Taylor, and yet the Blank company was more benefited than Langan & Taylor through the recorded transaction.

Langan & Taylor could easily have sent the bill of lading through a local bank and secured payment of their bill, but in this case the goods might have been hauled by a competitor of the Blank company. By sending the bill of lading through the Blank company Langan & Taylor saved themselves the small sum of 15 cents, which was not a consideration. The consideration was that the Langan & Taylor company desired that the Blank company should handle this shipment. In business affairs of this kind there is usually a selfish motive and the selfish motive of the Langan & Taylor company

was that the Blank company, when it had a shipment going to St. Louis, would send it in care of the Langan & Taylor company instead of sending it "wild" or to one of their competitors. Of course the making of collections before sending a shipment will mean the avoidance of many of these unpleasant occurrences, but it is not always possible to collect before shipment. Where the reliability and responsibility of a warehouseman is not known, and a collection must be made, it might be wise to send the bill of lading in care of a bank, recommending a certain transfer and storage company in the other city to the customer at the time of shipment. The recommended transfer and storage company should then be written, stating that they have been recommended to handle the incoming goods of Mr. Soando and that he can be reached at such and such an address in their city.

Using Electric Lift Bridges to Reduce Trucking Distances on Freight Platforms

By introducing electrically-operated lift bridges which span a group of tracks at two points, the handling of freight at the local freight terminal of the Atchison, Topeka & Santa Fe railroad at Los Angeles has been simplified to a great extent. These bridges, which effect a saving in trucking distance of hundreds of feet per trip for the electric tractors and trailers, present an interesting departure in freight house operation.

The freight terminal in question consists of two buildings, one for outbound and one for inbound freight, each about 1,000 feet long. Between these parallel buildings are the seven house tracks, interspersed with two transfer platforms, thus dividing the tracks into three groups. The house tracks come to a stub end on a line with the inner end of the freight houses, and a cross platform connects the two longitudinal platforms and the two freight houses at this point. Now it is obvious that to transfer goods from a point on one transfer platform to a point on another transfer platform, or from one freight house to a platform or to the other freight house, the electric tractors and trailers employed in the work would have to make a round-about trip going down the platform to the cross platform and then up the other platform or freight house to the desired point. Depending on how far up the platforms the points of departure and arrival happened to be, a trip of several hundred feet or even a thousand or more feet would be quite common.

Bridges Shortened Runs

It was to eliminate these long trips that the railway engineers introduced a system of lift bridges for spanning the intervening tracks so that goods might be transferred from one platform to another by a more direct route. At first the bridges were of an elementary design and had to be removed by hand each time a train of cars was moved. A string of cars standing alongside a platform was divided opposite each bridge to make room for it.

But the bridges, while most practical as a means of saving trucking expenses, proved rather expensive because of their manual operation, and a study of power-operated bridges disclosed the fact that these would effect a considerable saving over the existing ones. As a result, two bridges have been installed of the type providing movable spans over the three groups of tracks at two intermediate points in the length of the station; while in the throat of the yard a third bridge has been installed.

Dock Storage Men Piling up Riches

Freight held in Brooklyn by the U-boat tie-up in the port is eating itself up in storage charges and making fortunes for warehousemen, according to statements made by men in the shipping business. The regular storehouses along the waterfront have been filled and have overflowed. Any brick structure with windows big enough to admit packing cases can be rented now to anxious forwarders seeking storage until ships arrive for their goods.

Sharp truckmen have gone into the storehouse business on the side; and one at least is known to have made \$300 in 1 month in addition to his regular pay, by renting an old brick shed and sub-letting it to a forwarder with goods that he could not forward.

Using Vacant Lots

Vacant lots along the waterfront and even three or four blocks away from the piers are beginning to crop out in piles of machinery and cotton. The machinery is usually covered with waterproof canvas or tarpaulin, but these are often whipped loose by the wind and rust and corruption ruins the machinery; the storage agent gets his money just the same.

Shippers complain that they are between the devil and the deep sea. On the one hand they cannot secure room in the holds of ships for their cargoes and on the other, when they have the room they cannot get the railroad companies to hurry their cars to the docks. The trouble caused, not so much by the fact that there are not ships to be had, for there are as many ships sailing as ever; but all British and most neutral ships are compelled by admiralty orders to reserve from 85 to 100 per cent of their holds for Governments.

Private goods must take chances in the scramble for cubic feet in the remaining portion of the space. Warehousemen have boosted their charges to meet the demand on a sliding scale which slides higher the longer the goods remains in storage, until by the third month the rates are said to be 200 per cent higher than they were in normal times.

The managers of the trunk line railroads entering New York City say that there is no unusual congestion on their lines owing to the German blockade. They have put an embargo on all goods not designed for immediate disposal upon their arrival at this port. The shipper for export must furnish a guarantee that there is to be a

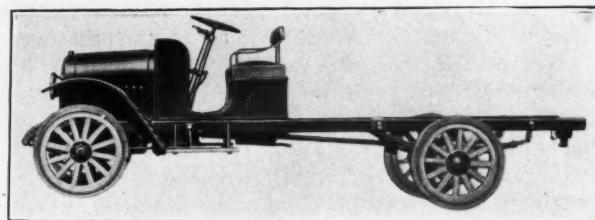
steamship at the pier to handle his goods before they will be received at the point of shipment.

The managers say that the congestion in the Middle West is due to conditions created by recent storms, but if the weather continues as at present everything will soon be cleared. At the offices of the New York Central and Pennsylvania Railroads which handle 60 per cent. of the freight arriving at this port, it was said that they are moving promptly perishable food stuffs, live stock and poultry, feed for the same, news and book print paper.

Maxwell One-ton Truck to Sell at \$795

By jumping into the motor truck field, and by making that jump with a one-ton truck which will sell at the extremely low price of \$795, the Maxwell Motor Co., Inc., Detroit, Mich., has probably produced the big sensation of the current year in the motor industry. The Maxwell company is the same organization which has been building the well-known Maxwell pleasure car. The company states that 15,000 of these one-ton trucks will be produced during 1917. The truck is of the worm-drive type with motor under hood forward, left side steer and control. The Timken-David Brown worm and gear are used in the driving system, this being an unusual equipment for such a low-priced truck.

Other unusual features of this vehicle may be found in the electric equipment, which includes electric lights, generator and storage battery, which are calculated to save time and be much more satisfactory than the usual oil lighting truck system. Timken roller bearings are used throughout the front and rear axles. The motor is the standard Maxwell stock engine, which, with a bore of $3\frac{5}{8}$ inches and a stroke of $4\frac{1}{2}$ inches, is said to develop 33 horsepower on a brake test and to give unusual mileage per gallon of gasoline. The Maxwell company already has a dealer organization of 3,000 members so



View of Chassis of New Maxwell Truck

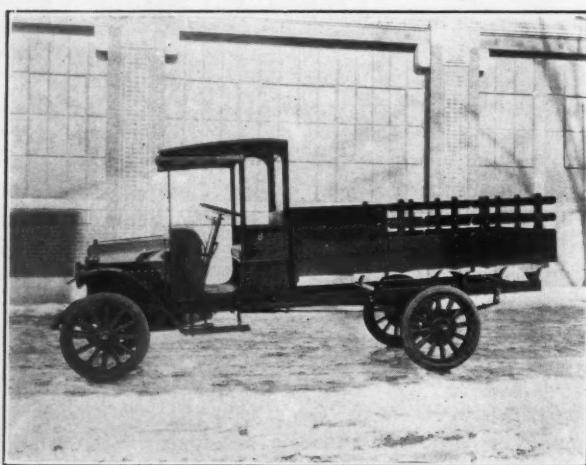
that service in spare parts and repair is assured everywhere.

The chassis price of the vehicle is \$795. This includes seat, front fenders, electric head and tail lights, electric horn, generator, storage battery with an 80-ampere-hour capacity and a full set of tools. Four types of standard bodies are also provided by the Maxwell company. Two of these bodies are the open box and stake gate body, both of which have separate cab and windshield, the complete vehicle being listed at \$870. The other two standard body types are the express body with canopy top and the panel body, having integral cab and windshield and selling complete, chassis and body, at \$895 at the factory.

The express, panel and box bodies have a length inside, back of the seat, of 8 feet 5 inches, and the stake gate body has an inside length of 8 feet 11 inches. The inside width of the first named three bodies is 3 feet 9 inches, while the inside width of the stake body is 4 feet 7 inches. The express and panel bodies each have an inside height of 4 feet 10 inches. The driver's seat is 3 feet 9 inches wide in all the body types and 1 foot 6 inches deep in all of them. The distance from the seat to the dashboard is 2 feet 3 inches. The gasoline tank has a capacity of eleven gallons. The standard colors are black for the body with the running gear in red.

The motor consists of four cylinders cast en block, with the cylinders and crank case integral, and detachable head. The valves are located on the right side and are completely enclosed. Ignition is by generator. The carburetor is a special atomizer type, with dash adjustment. Cooling is by the thermo-syphon system. Three speeds are provided in the transmission system, which is of the selective type. The gear case is bolted to the flywheel housing. Roller bearings are provided at the front end of the main shaft and bronze bearings in the rear. Lubrication is by the splash system. The gasoline tank is carried in the cowl of the dashboard.

Both service and emergency brakes are of the internal expanding type and are located in rear wheel drums. The front axle is a drop-forged I-beam, and the rear axle is of heavy construction with a malleable iron housing. The wheels are of wood with steel rims. The wheel base is 124 inches. Standard equipment are solid tires of the pressed-on type, the front tires being 32 by 3 inches and the rear tires 32 by 4 inches in size. An optional equipment of solid tires in removable rims, 33 by 3 for the front



New Maxwell Truck with Stake Body

and 33 by 4 for the rear, is provided at an extra cost of \$20. Pneumatic tires, 34 by 4½ inches in size on all four wheels with demountable rims and one extra rim may be included at an extra cost of \$30.

Before putting this truck on the market, the Maxwell company gave it a road test of 19,000 miles over city and country roads, and through all sorts of going. On this test the truck averaged 108 miles per day, and it is claimed that the truck returned to the factory without any repairs or readjustments or changes made. It is probable that the transfer and storage industry will be much interested in this Maxwell announcement.

Appam Lying at Security Wharf

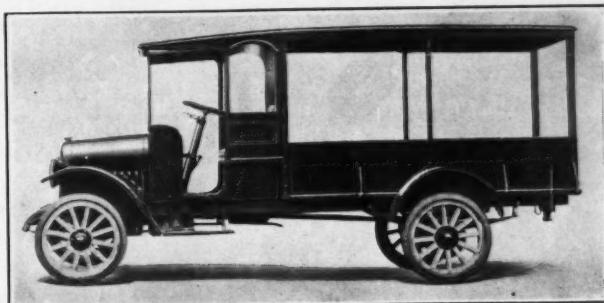
The Security Storage & Safe Deposit Co., Norfolk, Va., has a claim to mention when the history of the present war is written in the guardianship of the British steamer Appam which was made a prize of a German commerce raider in the early part of the war.¹ As the Appam was brought to a neutral port in the United States by her prize crew, a United States court held that she should be returned to the British, and she has been closely guarded in this country ever since.

On February 11 the Appam was taken to Norfolk from Newport News, Va., and docked at the wharf of the Security Storage & Safe Deposit Co. under the orders of United States Marshal Saunders. She will remain at the Security wharf until the United States definitely decides upon her status.

Illinois Canal Legislation Sustained

The Supreme Court of Illinois has upheld and declared constitutional the bill authorizing the construction of waterways in that state, passed 2 years ago. This decision permits the state to start at once canalizing the Illinois river to the same depth as the Mississippi above Cairo and enlarging a portion of the old Illinois & Michigan canal between Lockport and Utica, Ill., a distance of sixty-five miles. The waterway will form a connecting link between the Great Lakes and the Gulf of Mexico. Incidentally, the opening of the canal between Lockport and Utica will enable the Hennepin canal, which runs from Davenport, Iowa, to Hennepin, Ill., over the central northern portion of the state, and which was built by the Federal Government at an expense of \$7,000,000, to be utilized for inland commerce. Hitherto it has been lying idle for the reason that it entered the Illinois river at Hennepin, which was closed to navigation by boats of any size, at either end.

Ex-Governor Dunne, during whose administration the canal bill was passed by the legislature, says regarding the present phase of the matter: "The only thing left necessary to be done before digging is to procure a permit



Maxwell Truck with Express Body

from the Secretary of War at Washington. The present administration at Springfield ought to take prompt action to make the dirt fly. It has the legal power and the money. Nothing remains but a prompt execution of the law. The canal ought to be completed and opened to commerce inside of 2 years if work is begun and prosecuted with diligence. When the waterway is opened we will have an inland waterway between Chicago and Grafton, where the Illinois enters the Mississippi, of about the same length and the same depth as the River Rhine, which carries more commerce probably than any inland canal in the world.

It will open up to the state and Chicago, a tremendous commerce route between the Great Lakes and the Gulf of Mexico, 1,600 miles in length. It will relieve manufacturers and producers from the handicap under which they have been laboring since the opening of the Panama canal. The opening of that canal has enabled our eastern seaports—New York, Boston, Baltimore and Philadelphia and others—to transport the produce of eastern manufacturers through the Panama canal much cheaper than the manufacturers in the Mississippi valley by reason of the low ocean rates. The opening of this canal places the manufacturers of Illinois in contact with New Orleans, which port is 900 miles nearer the



British Steamer Appam at Security Company's Wharf

Panama canal than New York. Since the opening of the Panama canal manufacturers here have found it cheaper to send their product to New York by rail, and thence ship it by ocean to the Pacific coast, than to ship the same goods by all-rail from Chicago to the coast. Reputable manufacturers and shippers have assured me that rates on commodities that they deal in in Chicago would be cut in half by water transportation between Chicago and New Orleans."

Government Bulletin on Wheel Widths

The United States Department of Agriculture, circular No. 72, dated February 12, 1917, deals with the proper widths of wagon tires recommended for loads of varying sizes on earth and gravel roads. The recommendations are based upon two factors; the unit weight for width of tire commonly used on road rollers, and the results secured from a series of traction tests conducted by the Office of Public Roads and Rural Engineering, which tests extended over several years and were made in widely scattered localities throughout the United States.

An examination of several of the road rollers in general use shows that they are designed for a weight per inch of width of tire varying from 450 pounds to 650 pounds, more of them ranging from 500 to 550 pounds than within any other 50-pound division. It is apparent that, as this is the maximum weight applied to the foundation and surface of this road during construction, it is not advisable to exceed this weight except in cases of emergency, and then only occasionally.

Much Variation in Wheel Widths

While there has been in the past, and to a certain extent still is to-day, wide variation in sizes and types of wagons marketed by the different manufacturers, it is believed that five sizes of wagons will be sufficient to meet all the needs of farming operations and all general work except the heaviest trucking and certain specialized hauling, which is likely to be confined to city pavements. These five sizes are:

- (1) One-horse wagon having a gross load capacity of 2,000 pounds and a skein from $2\frac{1}{8}$ to $2\frac{3}{8}$ inches.
- (2) Light two-horse wagon with a skein approximately $2\frac{1}{2}$ inches, and a gross carrying capacity of 3,500 pounds.
- (3) Medium two-horse wagon with a skein not exceeding 3 inches, and designed for a gross load of 4,500 pounds.
- (4) Standard two-horse wagon with a skein of $3\frac{1}{4}$ inches and a gross carrying capacity of 6,800 pounds.
- (5) Heavy two-horse wagon having a skein of $3\frac{1}{2}$ inches and gross load capacity of 7,500 pounds.

As there is considerable difference in the practice of manufacturers regarding the size of skein used on the various types of wagons, it is recommended that wagons

be not designated by size of skein but according to the gross load capacity, and that a name be adopted for each of the sizes. It is further recommended that gross carrying capacity of the wagon be shown by stencil or plate on the back of the rear axle. The following widths of tire are recommended for each size of wagon, based on road-roller weights and on results of traction tests conducted by the Office of Public Roads and Rural Engineering:

Width of tire recommended for wagons of different carrying capacities.

Type of wagon	Gross weight, loaded	Width of tire.
	Pounds	Inches
1-horse wagon.....	2,000	2
Light 2-horse wagon.....	3,500	$2\frac{1}{2}$
Medium 2-horse wagon.....	4,500	3
Standard 2-horse wagon.....	6,800	4
Heavy 2-horse wagon.....	7,500	5

Glanders Bill Is Advocated for New Jersey

Plans for the introduction of a glanders compensation bill in the New Jersey Legislature were formulated at a conference of Essex, Passaic and Hudson County horse owners arranged by the Team Owners' Association of Hudson County in the Carteret Club on February 3. Hudson County was represented by Thomas J. Stewart, William Knodel, J. S. Cosgrove, Dr. T. E. Smith, city veterinarian, and William Raybold; Essex County by Assemblyman Harry D. Johnson, Andrew Freeman, George Staats and Joseph Woods and Passaic County by John P. White and John McBride.

A committee was delegated to visit Trenton on February 5 and confer with John McNab, head of the new State Department of Agriculture, and Senator Gaunt, president of the State Grange and father of the bill creating the Department of Agriculture. It was suggested that a glanders compensation provision could be added as an amendment to the bill creating the Department of Agriculture by the establishment of a bureau of animal industry.

Limitations in Special Contract

The Court of Appeals of Georgia holds that a receipt issued by an express company for an interstate shipment, setting out the precise terms under which the carrier undertakes to transport the goods, constitutes, when accepted by the consignor, a contract between the parties, and the consignor will be bound by the reasonable stipulations therein.—Lynch v. Southern Express Co., 90 S. E. Rep. 655.

THE purpose of this "Letters from Readers" Department of TRANSFER and STORAGE is to serve as an open forum in which questions of interest and importance in the transfer and storage business may be discussed by the readers of the paper. It is intended also to serve as a source of information to those who desire to know about any phase of the transfer and storage business. If there is any particular problem facing you, write to TRANSFER and STORAGE for the information you desire, and if this information is not in the office, the editors will do their utmost to obtain it for you.

SUCH communications as are of general interest will be published in this department unless the correspondent specifically requests that the letter be withheld. Published articles may be signed by the author's real name or by an assumed name, but in this event, the real name and address of the writer must be known to the editor of TRANSFER and STORAGE. The editors reserve the right to reject or withhold any communication. Argumentation and discussion on any point in the transfer and storage business are good for the industry, but TRANSFER and STORAGE cannot publish articles of a personal nature or unsigned letters.—H.T.L.

Moving a Depositor's Goods from One Warehouse to Another

Editor, TRANSFER and STORAGE:—We would like to know what arrangements are necessary in order to cover all points of the law where a warehouseman purchases the accounts of another warehouseman who has decided to go out of the business.

We would like you to advise us so that we may protect ourselves and also the seller. We are under the impression that the depositors should be notified by registered letter, and given at least 10 days time to decide where their goods shall be removed to. At the end of that time, if they have not replied, we believe the seller has a right to have the goods removed to a responsible warehouse.

We would also like to know if we have the right to charge cartage for removing these goods.—Burns & Hurley, Brooklyn, N. Y.

There is no law defining what a warehouse company must do in removing goods from one building to another or from one company's building to that of another company. However, inasmuch as the warehouseman is liable for the goods to the extent of such care as he would give to his own property, a warehouseman will protect himself as far as possible, even when removing a customer's goods from one location to another in his own warehouse.

Probably the best procedure would be to send to each depositor a letter stating that the warehouse company which has his goods in storage is retiring from business and that arrangements have been made to transfer the goods from that warehouse to the building of another warehouse company. The advantages of the new build-

ing over the old may be inserted in the letter, which should be on the old company's stationery. An order blank should be enclosed with this letter, and a request made that this be signed and returned, this being an authorization from the depositor to remove the goods.

The depositor has the right to say whether or not his goods may be removed to a certain warehouse. He might wish them taken to another warehouse than the one whose owners purchased the old business. Also, there is the consideration of insurance on the goods, these being insured in one particular place, even their removal to another room on the same floor might void the insurance policy.

As the depositor would not be a party to the removal of the goods, having nothing to do with the purchase or sale of the old business, neither the purchasing or selling warehouse would have the right to charge cartage. The purchasing warehouse wishes to secure these storage accounts, and desires to remove them to their warehouse. The advantage being all on the side of the purchasing warehouse, they would have to stand the cartage cost.
—H.T.L.

Wheel Tax in Lincoln, Neb.

Editor, TRANSFER and STORAGE:—A wheel tax ordinance is being proposed in our city. Is this kind of tax considered right in principle? Has it been held as just and constitutional by the courts? What is the usual rate per wagon and per auto that is considered fair?—Star Van & Storage Co., Lincoln, Neb.

Many cities have wheel or vehicle taxes. However, a tax only on those vehicles owned by men in the transfer

business may be successfully fought as class taxation. You doubtless noticed the letter on vehicle taxes in the "Letters from Readers" department of the January issue of TRANSFER and STORAGE. Such an ordinance as you outline was held unconstitutional in Cleveland recently. The rates for taxation of this kind differ, but it might be said that the rate is \$2.00 per horse or vehicle, the tax being a per capita tax on horses in some cities. In some states municipalities cannot tax motor vehicles, as the motor vehicle registration law states that motor vehicles shall pay state taxes only.

The following letter, which appeared in a recent issue of the San Francisco, Cal., *Chronicle*, might be interesting to you in regard to the proposed legislation:

Editor The Chronicle—Sir: We are having our views respecting taxation broadened in these days. I recall that in the campaign which had as its outcome the adoption of the Constitution of 1879 that what was alleged to be double taxation was violently assailed; now we cheerfully accept quadruple taxation. Take the case of a man doing a trucking business. If he happens to be progressive and uses auto trucks, how does the tax gatherer encourage his enterprise? First, the State exacts a license; then the city assesses his machines as personal property; he also has to pay a city license for the privilege of operating his trucks, and if he happens to make some money on his investment Uncle Samuel steps in and collects an income tax. At the risk of perpetrating a Hibernianism, I would add, happily, the truck owner is so harassed by the three first mentioned forms of taxation he rarely has a large enough income to fall into the clutches of the Federal internal revenue officials.—TRUCK OWNER, San Francisco, January 31, 1917.

Refusal to Accept Damaged Goods

From the time that a carrier refuses to pay for damage to a shipment of goods, says a North Carolina decision, it is the consignee's duty to take them, they not having become worthless by the carrier's act, with right to sue for damages; so that not taking them, he is liable for storage charges.—*Hollman v. Southern Ry. Co.*, 90 S. E. 292.

Erie Not Liable for Private Siding Loss

Considerable interest is attached by railroad and shipping men to a decision recently rendered by the Appellate Division of the Supreme Court holding that the Erie Railroad was not responsible for loss in the theft of part of a shipment loaded into a car upon a siding under the provisions of a clause of the uniform bill of lading. This was the case of *E. Bers & Co. against the Erie Railroad Co.*

The merchandise was loaded by the shippers, L. Chirichello & Sons, upon a car belonging to the Erie, which

had been placed for that purpose on a siding in front of the shippers' warehouse. It was located wholly upon the Erie right of way. It ran parallel with the main tracks and was about a mile long, with bulkheads at end. It had been constructed or leased to the railroad. Along the siding and adjacent to it were warehouses used by firms and corporations having frequent freight shipments. In front of the warehouse of Chirichello & Sons and between it and the siding was a loading platform belonging to the firm. About 140 feet west of the warehouse was the freight house of the Erie.

Car Sealed and Left Standing.

The car upon which the goods were placed had been sent by the railroad to the siding on the morning of December 14, 1914, and its loading had been completed by the shipper about 3:30 o'clock that afternoon. The shipper then made out a bill of lading and took it to the freight house, where an agent of the Erie signed it and sent a man to seal the car. This was about 5 o'clock in the afternoon.

The car remained standing throughout the night and was still there at 7 o'clock the next morning, not having been attached to a train. Shortly before 7 it was discovered that the car had been broken open in the night and a part of the merchandise stolen. It was for this loss that the suit was brought.

Among the conditions indorsed upon the bill of lading and forming a part of the contract of shipment was the following: "Property destined to or taken from a station, wharf or landing at which there is no regularly appointed agent shall be entirely at risk of owner after unloaded from cars or vessels, or until loaded into cars or vessels, and when received from or delivered on private or other sidings, wharves or landings shall be at owner's risk until the cars are attached to and after they are detached from trains."

Carrier Was Not Liable.

The Court held that this additional track was a "private or other siding" within the meaning of the clause of the uniform bill of lading and that the carrier was not liable for the loss. This decision was concurred in by Justices Francis M. Scott, John P. Clarke and Alfred R. Page. A dissenting opinion was made by Justices Vernon M. Davis and Chester B. McLaughlin.

In the dissenting opinion it was held that the track upon which the car was loaded was neither a "private or other siding" within the meaning of the bill of lading. It was merely a part of the Erie Railroad's terminal and freight yard, and was so placed with reference to the main track that it could be used for general switching purposes, car storage or for the receipt and delivery of freight to the seventeen business concerns adjacent to the tracks in the immediate vicinity of the freight house.

Especial attention was given in the dissent to the opinion of Judge Cardoza in the case of the New Haven

Railroad against the General Electric Company, in which he used the following language:

Dissenting Opinions Say Siding Was Private.

"Private sidings, owned and maintained by shippers, do not constitute the right-of-way, and the use the carrier may be compelled to make of them is subordinate and incidental to the fulfillment of its primary function of carriage along its route.

"The track in question is not to be included in the term 'other sidings,'" said Justice Davis. "These words do not comprehend in their meaning all sidings other than private sidings; for instance, they would not include a siding directly in front of the Erie's freight station in charge of an agent. They doubtless refer to those sidings which, like private sidings, are not owned and controlled by the railroad. They would not include a public siding, since a public siding cannot be said to be owned by the railway."

Grade Grossing Legislation in New York

The New York State Public Service Commission has reached an agreement with automobile associations and railroads on a legislative program. For more than a year the plans for improvement of conditions at grade crossings have been discussed. It now has been decided to ask the legislature for laws covering the following points: Power to be conferred on the commission to order sight obstructions at grade crossings; equipment of all crossings with standard signs and warning lights at night and the erection of a standard sign on highways 500 feet from the crossings; a requirement that all whistles or other signals on electric cars be sounded up to the time the car or train reaches the crossing; that motorists be compelled to approach crossings with cars under full control and that all vehicles be compelled to carry lights visible in all directions.—*Railway Review*.

The Carrier's Liability Ceases When Goods Are Ready for Delivery

WILMINGTON, N. C., Feb. 12, 1917.—A shipped some merchandise to order "notify to C," for the account of B. The goods arrived on the 7th of the month. The depot and goods were destroyed by fire on the 12th of the month. C had been notified by the agent that the goods were there, but could not get them because he did not have the bill of lading. The delay in getting the bill of lading was due to the fact that there was no bank in his town. Please advise if the railroad is responsible for merchandise destroyed or if either B or C has to lose same.

T. S.

Reply.—A railroad company is not liable for the value of goods destroyed while in its possession after the goods have reached their destination; the consignee has been notified of that fact, and has had sufficient time after such notification for removal of the goods. A carrier

cannot be compelled to keep goods at its own risk after it has given notice of its readiness to deliver them and time enough has elapsed in which to take them away. The consignee is liable in this case. The goods had been sent to him and he had been notified that they were at his disposal. He could not thereafter leave them in the custody of the carrier except at his own risk.

A Consignee Is Not Liable for Storage Charges Incurred Without His Fault

NEW YORK, Feb. 8, 1917.—We received a bill of lading from a shipper denoting that a certain case of goods had been forwarded to us from a point in the interior and over a small line feeding into one of the trunk roads leading into New York. After waiting a month (not unusual in these times) we asked shippers to trace, as we had received no arrival notice from any railroad. They seemed unsuccessful in obtaining proper information from the railroad that signed for the case, being told that delivery had been made to a road leading to New York and that we had to take it up from our end. We then telephoned the arrival notice clerk about once a week for another month, but each time was told that there was no record of delivery having been made at the yard. Finally we located the case, same having arrived in due time, but no notification having been sent us, the consignees. Instead, another concern, with a very different name and at a different address, received the notice, same having been made out to them in error. When we sent our truck to pick up the case the warehouseman would not surrender same unless we paid two months' storage charges, or \$6, which is over 10 per cent of the value of the shipment. Are we justified in claiming these charges from the railroad?

J. O. J.

Reply.—These storage charges are for the account of the carrier. This is so because the carrier placed the goods in storage without having made proper efforts to deliver them to the consignee. The only case in which a consignee is liable for storage charges is that in which he knows, or has reasonable ground to suppose that his goods have arrived, and yet fails to take charge of them. In this case the arrival of the goods was denied by an employee of the road whose duty it was to know or ascertain the facts and then report them correctly to the consignee.

Big Terminal on Lake Champlain

Commercial interests in Vermont are behind a movement to have that state appropriate \$40,000 for the construction of a large terminal at Burlington on Lake Champlain to secure cheap freight rates through the New York State barge canal. The proposed terminal will provide docking facilities which will serve to connect not only Vermont, but all the New England states with the Great Lakes and the Middle West.

The History of Warehouse Development

Below is given an historical survey of the development of the warehousing industry, written by S. G. Ebert of Ebert, Meseroll & Co., warehouse architectural engineers of New York City. Mr. Ebert has studied the warehouse business for several years and is well qualified to handle this subject in an understanding manner. The survey, which follows, is copyrighted by Ebert, Meseroll & Co.:

Few people realize the antiquity of the warehouse as an institution, nor the important place it has occupied in history, and the tremendous influence it has had upon the development of civilization. The history of the warehouse dates back to the remotest antiquity, to the very dawn of civilization. It goes back to the days when man ceased to forage for his food, to provide for his needs day by day, like the wild beasts, and began to sow, reap and lay by stores in times of plenty for times of want; to the days when tribe first began to trade with tribe. The warehouse is the foundation upon which all trade was built, and upon which the complicated structure of the commerce of modern times still stands.

All through history we see constant reference to the warehouse. In the Bible itself we read how Joseph collected and stored grain in the 7 years of plenty, and in the 7 years of famine which followed, opened the storehouses of Egypt and fed the people from them. We read about the great storehouses of the Persian Kings, of Assyria and of Arabia, from which the caravans started on their long weary marches across desert and mountain range, and from which countless ships set out to sail the seas, taking goods for trade in far away countries, and bringing back the products of those countries for storage and for trade. Rome, during the Empire, had enormous storehouses for goods of all kinds which were brought to her, the center of the world, and grain, wine, silks, spices, incense, wool and many other things were stored; even ice being brought down from the mountains to the city in the winter and stored for the use of the rich nobles during the long hot summer season.

Warehousing Centers of the Ancient World

Again through the middle ages we see constant reference to warehousing, and very extensive buildings were erected, many of which were very beautiful architecturally, and some of which still stand and are admired by the traveller in Europe to-day. The great warehousing centers of the ancient world were all on the eastern shores of the Mediterranean. When the cities of Italy began to grow in commercial importance, the warehousing center moved west with the flow of trade and Venice actually wrested the commercial supremacy of the Mediterranean from Constantinople by her liberal warehousing policy.

To Venice, "The Queen of the Adriatic", ships brought all the goods of the East. Here they were stored in bond for the traders from the north until needed by them, and from Venice the goods went north by way of Nuremberg, which was one of the warehousing and distributing centers of central Europe. Also a bonded warehouse was accorded to the Germans by the Venetians where they could offer their goods for sale, with the stipulation, however, that they could only do so through Venetian dealers. A similar privilege was also accorded the Armenians, the Turks, and the Moors. It is an interesting sidelight on the times, however, to note that this privilege was denied the Greeks, due to a strong prejudice which existed in Venice against them.

Where Private Enterprise Came In

A very marked influence was exerted upon the growth and development of trade, and with it of warehousing, by the "Guilds" of the Middle Ages. These came into being in Italy about the Eleventh or Twelfth century. They were combinations or brotherhoods of the merchants in each different line of trade, and were formed originally for the actual physical protection of their members in these turbulent times, as well as for the advancement of their particular line of trade, of the particular art around which they were founded, some of them became very rich and grew very powerful politically. These guilds erected large and sometimes very handsome, buildings or "Guild Halls", which were the headquarters of the guild, in which their meetings were held, their administration carried on, prices set, policies formulated, and what is of greatest importance to us, in which space was provided for the safe storage of goods.

The "Guilds" may almost be said to have been the cradle of the warehouse business, as they were the refuge of trade, the sanctuary in which the spirit of trade was preserved during the Dark Ages, just as the spirit of learning was preserved in the monasteries. In them the business of warehousing as an individual business, run by individuals for the benefit of individuals, may be said to have first been launched. The warehouses of the ancients were largely the property of the king or of the state, who sold or dispensed the grain, provisions or whatever other stores they contained, to the people at his pleasure; or of great individual merchants who stored in them their own goods solely. The idea of the leasing of space to the individual at a regular storage rate seems to have been first introduced by the guilds; and it was the amplification of this idea which we have already seen enabled Venice to become the center of the commercial world.

There continued to be, however, large warehouses

under state and municipal control. For instance, there was established in England during the fifteenth and sixteenth centuries, a system of municipal granaries, the municipality buying grain and storing it in these to protect its citizens from having to pay exorbitant prices during the winter months. This system, however, broke down in England during the seventeenth century, due to the fact that a sufficient supply to keep prices near the normal level began to be brought in by individual competition. Elsewhere the system prevailed somewhat longer, and notably in Geneva, where it was in existence until the beginning of the nineteenth century. However, state patronage of warehousing is still a very vital influence. In Germany and France the government does all it can to foster home production of foodstuffs and to encourage the storing of these, with the idea of keeping on hand an adequate supply in case of war. As late as 1902 a Royal Commission was appointed in England to look into the question of the storage of food supply to this end on a large scale under the protection of the Crown, for at that time the total food supply of England, if outside sources of supply were cut off, would only have been sufficient for from 4 to 6 weeks. How wise this policy was has been clearly shown, especially in the case of Germany, by the present European war.

Warehousing Is Akin to Banking

The business of warehousing is essentially a fiduciary one. The warehouseman is the trustee, the guardian, of valuable property, just as the banker is. In this broad sense many branches of human activity are really nothing but the warehouse under a different guise. The bank is the storehouse of money, the library is the storehouse of books, and even the school, the college, the university and the church, are really only the custodians, the storehouses for human knowledge, ideas, and ideals. However, whether warehousing in its narrow sense, be looked upon as a commercial institution or as an industry, it seems to involve a fourfold economic service:

1. The renting of space.
2. The performance of labor.
3. The preservation of property from deterioration.
4. The taking of risks.

And its normal place in the scheme of world activities is determined by four relationships—

1. With the transporter.
2. With the merchant.
3. With the manufacturer.
4. With the banker.

Of these economic relationships all have been established on a firm and satisfactory permanent basis, except only the economic relationship with the banker. This is,

of course, the most delicate and the most complicated of the points of contact between the warehouse and other fields of human endeavor. On this there still remains much to be accomplished. The "Investigator" says in an article printed about 1903:

Much Progress Can Still Be Made

"A warehouseman is a custodian of values just as much as a banker. The honorable banker has no objection to his integrity being safeguarded, and there is no doubt that many warehousemen would welcome similar safeguards being placed about their business. The knowledge that a warehouse receipt represents exactly what it purports to represent, and the elimination of all possible chance of the issuance of fraudulent receipts, would inure greatly to the benefit of the warehouseman as well as all others concerned. There are times when production greatly exceeds consumption. At such times there are large quantities of goods in storage. It behoves the warehouseman to establish some system by which absolute security is assured the holder of warehouse receipts. If such a system can be established, the warehouse receipt should be one of the most desirable forms of collateral, and the warehousing industry placed on a higher plane by the elimination of the present possibilities of fraud."

Great strides have been made along these lines since the above words were written, but the questions which are constantly coming up before the warehousemen, the important movement towards commission control, which is under way in certain sections of this country, and many other weighty matters pertaining to the financial relations between the warehouse and the commerce which it serves which are constantly coming up for discussion and decision at the meetings of the warehouse associations, show that there is still much to be accomplished before the warehouse business is finally established in the high place which its nature, its antiquity, and its dignity merit for it. There has been somewhat more progress made towards this end in Europe than there has been in this country, and the fiduciary character of the warehouse is more clearly understood and more generally recognized. It is interesting to note that the Imperial Bank of Germany owns, controls and operates about twenty warehouses throughout the Empire, and that the goods stored in these warehouses, as well as goods stored in other warehouses of recognized standing, form part of its regular credit system.

Of course in the growth and development of a business covering as broad a field as the warehouse, it is inevitable that it should have become divided up into a number of highly specialized branches. It is of considerable historical, as well as practical, interest to trace to development of the more important ramifications of the business, to follow through the causes which led to the growth of each

specialized branch and the relation of these causes to the fundamental economic relationships of the warehouse with the general business and trade of the world. In doing this, we shall endeavor to confine ourselves as largely as possible to the development of the warehouse as applied specifically to the United States, where it has, in all respects save only in its economic relations to credit and banking, reached a higher degree of perfection than any other country.

To facilitate the following of this development we will adopt the classification given below, in which we have endeavored to follow as closely as possible the chronological order of the introduction in this country of the various branches.

- A. General Merchandise.
- B. Bonded Warehouses.
- C. Household Goods—Furniture Warehouses.
- D. Implement Storage and the Development of Transfer Houses.
- E. Cold Storage.
- F. Special Warehouses.
- G. The Port Terminal.

The oldest branch of the warehouse business comes under the head of General Merchandise Storage. The warehouse was in the early stages of its development equally well adapted to handle any commodity which was offered, and all kinds and sorts of materials were stored in the same building.

The bonded warehouse, which was introduced in the Middle Ages, and to which we have already seen Venice owed her commercial supremacy, differed in no way from the ordinary general merchandise warehouse in building, or in character of goods handled, but was simply used for the keeping of goods under the supervision of the government and customs authorities until such time as the duties were paid and the goods removed or distributed. The system of Bonded Warehouses was first introduced into this country in about 1828-9 when it replaced the so-called "credit system", by which goods were brought in by the importer and duties remitted until such time as they were sold, which system had become subject to many flagrant abuses.

Storing of Grain a Special Branch

The storing of grain was always to a large extent, a separate branch of the warehouse industry, though it was as a general rule carried on in conjunction with the business of general merchandise storage. It was particularly the relationship of this branch of the storage business to the transporter which led to the development of this as a highly specialized branch of the industry. Storing in the most extensive state takes place in the effort of the surplus countries to supply deficit ones. Europe

is at present the concentration point towards which is the great trend of flow of the grain supply of the world,—Europe is the only deficit continent. The growth in the density of population in Europe has depended upon the growth of the transportation facilities which have enabled the rest of the world to feed her peoples, and upon the growth of facilities for concentrating and storing this grain in the producing countries, so as to enable them to feed the continuous stream which the transporter is bearing to the European continent.

A concrete example of this near home is seen in the condition which existed in New York in about 1847-50. At that time no less than 400,000 bushels of wheat from Russia were stored in New York during the winter time, from Russia because the transportation facilities from the western section of our country did not enable it to compete with wheat from the Russian market. In 1866, due to grain famine conditions in New York, the Erie Railroad brought the first winter shipment of grain from the west into the city,—and from this it was learned that an all year around supply could be counted on by rail. From then on New York ceased to depend on Russian grain and furthermore, as the transportation facilities increased in effectiveness, it ceased to be a concentration and storage center for grain for shipment abroad, the concentration and storage centers moving west to the source of supply, and New York becoming simply one of the ports through which the grain is forwarded from the concentration centers to its destination in the deficit countries.

The Beginning of Household Warehousing

It is interesting to note that in connection with the storage of grain the economic relation of the warehouse to the banker has reached its highest development in this country.

As already stated all the earlier warehouses were of the character of general merchandise warehouses. The oldest warehouse in the United States was founded in New York in 1834, on a site which is now near the junction of Delancey and Rivington streets, near the New York end of the present Williamsburg Bridge. This house was of that character, storing even grain. The building was of brick, 66 x 200, and 4 stories high,—a warehouse of very respectable size even for to-day. In 1850 another large warehouse known as the Lawrence Stores was erected in New York, at Corlear's Point,—250 x 100, and 5 stories high.

The next step in the development of the warehouse in the United States was the branching off of the storage of household goods and furniture as a separate industry. This occurred in New York during the Civil War. This business had previously been in the hands of the furniture mover and the upholsterer, who conducted it at haphazard as a side issue, and stored the goods in whatever vacant space happened to be available. The first furni-

ture storage was started in New York near the corner of Thirty-second street and Broadway, by a man who had previously been in the furniture moving business.

Several other small houses then sprang up, until John H. Morrell erected his great warehouse in 1870 on the corner of Thirty-second street and Fourth avenue, which was operated so successfully by him, until it burned down in 1881, that it was said to have brought him an income of \$40,000. To Morrell belongs the credit of having first put the furniture warehouse on a truly business footing. Morrell started up again in a smaller way, but his losses had been too heavy, and his overhead was too great for him to make it a success again, and his business was bought up by the Lincoln Safe Deposit Co., founded in 1882, and which in 1882-3 completed the first fireproof building for the storage of household goods in the western world. Also the Lincoln company first introduced the idea of private rooms in a furniture warehouse, all warehouses up to that time having been entirely open storage. To the Lincoln and the Manhattan Storage & Warehouse Co., which was completed in about 1883, belongs the credit of being pioneers in the business of modern fireproof furniture warehousing.

The next step in the development of the warehouse business brings us into closer relations with the transporter and the manufacturer and the merchant. It is the development of the branch of implement storage and of the transfer business. The first transfer company was the Peoria Transfer Co., organized in Peoria, Ill., in 1879. They originally only made a business of transshipping, of receiving and breaking up car load lots, and distributing the shipment to the ultimate consignee in L. C. L. lots, or locally by direct delivery. In 1883 they erected a transfer house and undertook a regular implement storage business as well as their transfer business. The implement storage business was started, however, and the first implement storage warehouse erected by a man named James A. Grahame, in Detroit, in 1882. He had been previously connected with a company manufacturing farming machinery and implements, and the founding of his new business was designed to overcome some of the difficulties which he himself had encountered in the distribution of their product.

Growth of Cold Storage Business

Subsequently many transfer houses sprang up, and in 1884, after the need of co-operative effort was felt, the "Associated Transfer & Storage Co." was organized. This association consolidated with a general meeting of the warehousemen in Chicago in 1890, and as a result of this meeting the "American Warehousemen's Association" was formed. The greatest stimulus which has been given to the warehouse industry in modern times came with the next step in its development—the growth of the cold storage business. The great growth of the cold

storage industry began in 1895, although it had previously occupied a very important place in the meat packing industry. Cold storage was introduced in this industry in 1870, and its introduction enabled the industry to enjoy a 12 month season instead of 3 months, to which it had previously been limited.

The first effect of the growth of cold storage was to permit of the preservation of goods in transit, to enlarge the market for perishable products, such as fruits, produce, fish, delicate meats, eggs, butter, etc. In other words to increase the *place value* of the commodity. The second was to increase its *time value*, to permit of the accumulation of perishable goods in the season of growth or production, and storage of them for use in the non-productive seasons.

The subject of "Special Warehouses" we need only mention in passing, for such special problems as attend the storage of cotton, tobacco, wool, whiskey, the grain elevator, the field storage of grain, the yard storage of pig iron and lumber, etc., etc., are so bound up with the general commercial problems of the times that it would be impossible to treat them without going into an exhaustive study of economic conditions which would be far beyond the scope of this article.

Ultimate Development of Mercantile Warehousing

We will pass on, therefore, to a brief survey of the ultimate development of the warehouse, the culmination of its centuries of growth,—the modern port terminal. Here we have the transition from the individual unit to the great consolidation, the expression in the warehouse industry of the ruling spirit of modern times. In the port terminal we see the uniting of all branches of the industry, and bringing of the industry into intimate and inseparable contact with the fields of manufacturing, merchandising, and the whole complex system of transportation and the commerce of the world.

The port terminal provides for the receipt of raw material direct from the railroads or the ship, the use of that material by the manufacturer on the spot, or the storing of it, whatever may be its nature, until the merchant or manufacturer calls for it for his needs. It provides for the storage, the distribution, or the export of the finished product. It provides terminals for railroads and steamship lines—in short it is the centralization point of all commerce and of all trades.

The Bush Terminal in New York is at once the most prominent and the most perfect example of the modern port terminal in its highest state of development. It is a commercial city in itself, a complete unit containing within itself all the conveniences which modern commerce demands. The large number of terminal development projects under construction or under consideration in various parts of the country are sufficient evidence of to how great an extent the spirit of centralization and co-operation is the ruling spirit in the growth of the warehouse business at the present time.

Freight Tie-up Grips All Nation

Railroad men are making strenuous efforts to end the freight congestion which is tying up the entire nation, but little relief is in sight. As a result, producing and distributing interests are facing heavy losses, and prices to consumers are likely to rise.

The congestion has its cause in these three facts: The railroads lack 60,000 cars necessary for the transportation of all orders throughout the country. Much of the freight sent here, particularly food staples and materials, is held unloaded purposely that financial advantage may be gained from the constant advance in prices. Freight intended for foreign shipment has been tied up through the lack of vessels.

Extends to Pacific Coast.

In the railroad freight yards of the Eastern seaboard approximately 50,000 carloads of foodstuffs, materials and manufacturers are waiting for unloading while the entire West from Chicago to the Pacific Coast is suffering from an embargo against produce and products. This embargo is holding at points of original shipment west of the Mississippi hundreds of thousands of tons of freight intended for Eastern or foreign consumption.

The West is suffering from a car shortage that has brought its trade to a practical standstill; the East is glutted with a loaded car surplusage. Producers and shippers are putting the blame on the railroads. The roads are shifting the responsibility to the shippers. Meanwhile the Interstate Commerce Commission, the Commission on Car Shortage of the American Railway Association and chambers of commerce and boards of trade throughout the country are striving to find a solution.

On the one hand it is said that if the roads would keep in transit the 50,000 cars that are crowding the tracks in New York, Philadelphia, Boston, Baltimore and other Atlantic port terminals the West could be rid of its excess supply. The roads reply that unless arrangements are made for immediate reception along this seaboard before shipment they can do nothing to use the loaded cars.

German Policy Feared.

As yet the force of Germany's new submarine policy has not been felt particularly, but within a short time, unless Washington and the Entente Powers find some means of overcoming the menace, the congestion will be greatly aggravated.

The effect of the shortage and delayed unloading has been to confine to immediate markets produce and materials grown or made for the East. It has crowded every pier, freight yard and warehouse along the Atlantic with undisposed of stuff. Unless the embargo is broken Europe will have to go without much of its supply. In some quarters it is said this cutting off of supplies meant

for Europe will throw the freight on domestic markets and reduce local prices. It is certain that the West, forced to consume its own stuff, will have its living cost reduced, but the loss must be borne by the farmers and manufacturers of the West, who have been getting abnormal prices.

Foreign demand, added to bumper crops and an unprecedented increase in all branches of manufacture, have taxed the railroads far beyond their facilities. This is admitted by every railroad manager. The sudden shift from car surplus to car shortage is made clear in the most recent bulletin of the American Railway Association. It is shown that between October, 1914, and February, 1915, the railroads had 315,000 idle freight cars. Only once before—and that was in 1908—were the railroads against a more severe situation. They had 390,000 cars out of use in that year.

How the Surplus Decreased.

From February, 1915, until the present the surplus constantly decreased to a vanishing point. In the last quarter of 1916 there were as many as 115,000 cars less than the number required. The shortage on January 1 was 59,892. The number has grown since and will continue to grow, it is expected.

The railroads have made every effort individually and in concert to distribute the embargoes. More than a thousand specific orders have been issued. Discrimination has been made for stated periods against states, cities and in some instances individuals, but these have been removed to distribute the burden.

All the railroads at present have under construction hundreds of locomotives and thousands of cars. Work on these is handicapped by the vast demands of other contracts, and therefore the supply cannot keep up with the demand if the demand continues at the present rate.

A. H. Smith, president of the New York Central, gives this explanation:

"The cause of the present congestion is due entirely to an unprecedented, abnormal and to some extent an unnatural industrial situation created somewhat by the catastrophe abroad. This is reflected in the simple statement that the foreign trade has increased from \$4,000,000,000 at the beginning of the war to \$8,000,000,000 at present, and domestic trade has increased from about \$30,000,000,000 to \$46,000,000,000. In addition to this enormous foreign traffic moving to and from tidewater there has been set up a greater internal industrial situation in manufactures and commerce to provide these supplies."

Increase of Commerce Came With a Rush.

"An unprecedented amount of ore, coal, coke, pig iron, billets, automobiles, motor trucks, munitions, food products and hospital supplies of all kinds are being

handled and in many cases handled half a dozen times from one point to another. This condition was precipitated almost immediately and the railroads within a few months were called upon to perform in many instances a service of 40 per cent in excess of the preceding year. The railroads had not the reserve for such a condition and were unable financially to anticipate it even if they were justified in so doing.

"Simultaneous with the demand for this increase of rail transportation there occurred naturally a demoralization of ocean shipping owing to naval warfare and the withdrawal of vessels for other purposes. Freight began to reach tidewater faster than vessels could handle it, congestion resulted, embargoes had to follow, and the entire traffic now has to be handled in harmony with the ocean shipping, which naturally results in the accumulation of freight at interior points and congestion in the interior while awaiting this outlet. A funnel cannot discharge more than its orifice will permit, and when overfilled it overflows.

"The duration of the congestion is problematical. The situation is so unnatural and is influenced by so many circumstances beyond our control that it seems almost useless to venture a prediction. It takes years to construct yards, terminals and other facilities and much money. Unfortunately the very conditions which have produced the present prosperity have greatly increased the cost of materials, including equipment, and the great shortage of labor retards not only this work, but embarrasses the daily operation of railroads."

Hourly Basis Begun in New York

It is reported, on good authority, that several of the leading movers of household goods in New York City have agreed that for one year all removals undertaken by them will be on the hourly basis. Such an agreement as this, as it does not involve prices, but only the method of doing the work, does not violate any legislation. By giving the hourly basis a year's trial it is believed that it will either be gradually introduced as a permanent method of moving furniture or it will be decided that the hourly basis is impossible for a time yet in New York City.

American Sugar Refining Co. Issues Sugar Storage Book

The American Sugar Refining Co., whose head offices are in New York City, has issued a book on the "Standard Methods of Car Loading and Warehousing of Sugar." The book is 11 by 9 inches in size, bound in paper. Instructions as to the selection of cars, inspection, distribution of the load, etc., are given as are the particulars of warehousing methods advised by the American Sugar Refining Co. The book is well illustrated with diagrams showing how cars should be loaded with sugar in barrels or bags, methods of cleating and chocking, etc., as well

as illustrations of the methods of piling and handling in the warehouse. It is very likely that the American Sugar Refining Co. would be glad to send a copy of this book to any warehouseman interested in the storage and handling of sugar.

Cars Emptied to End Shortage

In efforts to alleviate freight congestion thousands of railroad cars have been released at Chicago by moving their contents to warehouses and docks, and even dumping them on the ground, regardless of their destinations, according to J. W. Higgins, chairman of the General Managers' Association of Chicago. In a statement on February 27 he blamed the car shortage squarely to the scarcity of ocean shipping.

The dumping of freight, despite great expense, continues, Mr. Higgins said, in the effort to get cars to places where they are most needed. His statement takes issue with assertions made in some quarters that the car shortage is responsible in part for high prices. He asserts that the high prices are due to short crops and the exchange of our products with Europe, not for products of that continent, but for gold.

One Way Streets at Nashville

The ordinance introduced for first reading before the city commissioners which would restrict certain down-town streets to one-way traffic only, bears all the marks of a good thing. It is in accordance with the recommendation made by Chief of Police Barthell after a careful study of local traffic conditions and of regulations in use by other cities.

The ordinance would entail only a minimum of inconvenience by requiring half of the traffic of each of the streets in question to go one block out of its normal course and pass with other traffic bound in the same direction. The proposed ordinance therefore has the genius of simplicity to recommend it.

The increased congestion of traffic on Nashville streets indicates two things—growth and prosperity. As for the first of these, it is evident that the volume of traffic in down-town streets has simply become too great to pass both ways.

And prosperity is indicated, if the point does not seem too far-fetched, by the fact that much of this congestion is due to the enormous number of automobiles that have to be parked somewhere in the streets. In this day of the automobile a given street will take care of a greater volume of traffic than formerly, but a new problem is created by the question of disposing of the cars when they are waiting. The one-way ordinance is just as much designed to take care of this difficulty, by allowing cars to park on either side of the one-way streets, as it is to handle the matter of the moving traffic.—Nashville (Tenn.) *Tennessean*.

News From Everywhere Briefly Told

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Security Storage & Warehouse Company

Storage Buildings, Fireproof and Non-Fireproof, buildings to let with direct track connections, suitable for any purpose; local branches; manufacturing plants; teaming, transfer and storage.

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ATLANTA, GA.

Cathcart Transfer & Storage Co.

Moves, Stores, Packs, Ships Household Goods Exclusively

Office and Warehouse
6-8 Madison Ave.

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35 Years Established

T. G. BUCKLEY CO.

Furniture and Piano Movers
MOTOR TRUCK SERVICE

Fireproof Storage

Office and Warehouse, 690 Dudley St.

Winter Hill Storehouse

Storing, packing and shipping household goods and merchandise

176 WALNUT ST., SOMERVILLE
BOSTON, MASS.

BUFFALO, N. Y.

Buffalo Storage and Carting Co.

STORAGE, TRANSFER
AND FORWARDING

Warehouse on New York Central Tracks

O. J. Glenn & Son

Everything in the Line of Moving,

Carting, Packing, Storage

Office, 47 W. Swan Street
Buffalo, N. Y.

Niagara Carting Company

223 Chamber of Commerce

GENERAL CARTAGE & STORAGE

Transferring Car Loads a Specialty

CANTON, O.

Cummins Storage Company

310 East Ninth Street

STORAGE, DRYING, PACKING AND

FREIGHT HANDLING A SPECIALTY

Unsurpassed Facilities for Handling Pool Cars

Campbell Stores, Sixth street, Hoboken, N. J., has been elected to membership in the American Warehousemen's Association. Wilber Transfer & Storage Co., 121½ Central avenue, Great Falls, Mont., the Kent Storage Co., Grand Rapids, Mich., and the Camden Warehouses, Camden and Eutaw streets, Baltimore, Md., are also new additions to the membership of the American Association. The Wilber company of Great Falls, recently completed a new fireproof warehouse at Second avenue, South, and Second street. This company is the only one of the four new members which handles household goods as well as general merchandise.

Colonial Storage Warehouse, Inc., 143 West Ninety-ninth street, New York City, has resigned from membership in the American Warehousemen's Association, following its consolidation with the T. J. Stewart Co., Jersey City, N. J.

Storage is a part of transportation the supreme court recently held, and under this decision, liability limitations fixed in railroad tariffs for loss or theft of freight, are operative while freight is in storage as well as while it is en route.

National Storage Co. new building at Kalamazoo, Mich., which is in the shape of a \$35,000 addition to the older structure is now completed. The building is fireproof and gives 80,000 square feet of floor space devoted solely to the storage of automobiles, household goods and valuables. In this warehouse loaded vans are taken directly to the storage floors. The National company realizes the value of publicity and takes advantage of the construction of the building in the form of a half column news story in a local paper.

New York Van Owners' Association will give a beefsteak dinner to its members at 221 West One Hundred and Twenty-fourth street on March 10 in order to follow its maxim of "Making Good" for a dinner recently given which was not a success owing to the hotel in which it was held. Tickets are \$3.00 each except for those who paid \$3.00 at the last dinner. To these there will be no charge for this second dinner, which will be a great success if it has as large an attendance as the first.

Grant Wayne of the West End Storage Warehouse, New York City, was spokesman for the Van Owners' Association of Greater New York and for the New York Furniture Warehousemen's Association at the hearing before Governor Whitman at Albany last month on the bill to increase the registration fees for motor vehicles.

Galesburg Transfer & Storage Co., Galesburg, Ill., has taken over the Cox Bros. factory building at Mulberry and Chambers streets, Galesburg, and will remodel this into a household goods warehouse with space for machinery and merchandise storage. The company was established in 1886 and was until recently a partnership. It is now incor-

CHICAGO, ILL.

Bekins Household Shipping Co.
Reduced Rates on
Household Goods, Automobiles and
Machinery

General Offices, 38 So. Dearborn Street, Chicago
New York, Boston, Buffalo, Cincinnati

JUDSON

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Reduced Freight Rates on Household Goods and Automobiles to and from the West

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BOSTON, 640 Old South Building
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ST. LOUIS, 1501 Wright Building
SAN FRANCISCO, 855 Monadnock Bldg.
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Special facilities for distributing car lots
Mdse. to Central part of West Virginia

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Fireproof and Non-Fireproof
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Service Guaranteed
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CLEVELAND, OHIO

THE LINCOLN FIREPROOF STORAGE CO.

5700 EUCLID AVENUE

5 MODERN WAREHOUSES
15 AUTOMOBILE MOVING VANS

Service and Satisfaction Guaranteed
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Established 1857
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Unexcelled facilities for the teaming of car load, steamship importations and heavy merchandise.

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PACKER, MOVER & SHIPPER
Safe Mover—Freight and Baggage Transfer,
STORAGE

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FIREPROOF STORAGE WAREHOUSES
Storage for Household Effects,
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1360-62 Webster Ave., near 170th Street

The Meade Transfer Company

General Freight Forwarders
Transfer Agents of the
Pennsylvania R. R. and Long Island R. R.
Main Office, P. R. R. Pier 1 N. R.



Morgan & Brother
Storage Warehouses
Motor Vans
230-236 West 47th Street
New York City

West End Storage Warehouse

202-210 West Eighty-Ninth Street
Moving, Packing and Shipping, Storage
Warehouse and Silver Vaults
NEW YORK CITY

NIAGARA FALLS, N. Y.

WILLIAM YOUNG
TRANSFER AND STORAGE OF
HOUSEHOLD GOODS
Machinery and Safe Moving a Specialty
"Unexcelled SERVICE"

high and will be thoroughly fireproof and modern.

Standard Dray Co., Moscow, Idaho, has secured the Niles & Fish warehouse building in that city and will utilize it as a storage warehouse.

Isreal Transfer & Baggage Co., Kansas City, Mo., lost two horses in a stable fire on February 9.

Omaha Ice & Storage Co. blacksmith shop at Fourteenth and Paul streets, Omaha, Neb., was gutted by fire on February 9, the damage amounting to \$200.

Lewiston Dray Co., Lewiston, Idaho, is engaged in moving 60,000 sacks of grain from elevators in Asotin to Lewiston by motor truck, in order to get the grain in transit before March 1, thereby avoiding taxes, warehouse charges and interest which accrues at that time. The Lewiston Dray Co. will doubtless work its trucks day and night.

Charles River Stores, 131 Beverly street, Boston, Mass., were visited by fire on February 12 when slight damage was done to contents of the basement in Section 4. The building, which is of modern fireproof construction, is part of the Quincy Market Cold Storage & Warehouse Co. system.

William Walden has purchased the trucking business of Edgar Vallencourt at Williams-town, Mass.

Cline Storage & Transfer Co. building at 1921 East Fifteenth street, Kansas City, Mo., was destroyed in a \$60,000 fire on February 5. Household goods of more than 200 families were stored in the building. The loss on the building is estimated at \$26,000, about half covered by insurance.

W. M. Cox Transfer & Storage Co. buildings at Paola, Kans., were destroyed by fire on February 13.

Stockholders of the Louisville & Jeffersonville Bridge Co., comprising representatives of the Chesapeake & Ohio and Big Four Railroads will meet at Louisville, Ky., on March 6 to hear a proposition for the construction of a terminal warehouse in connection with a freight depot on the plot of ground fronting 528 feet on Main street and extending back 204 feet to Washington street, between Preston and Floyd streets. The proposition provides for a building six stories high and an expenditure of \$475,000.

Channel Commercial Co., Santa Barbara, Cal., has purchased the lot at Chapala and Montecito streets for a new and modern warehouse. The lot is 140 by 250 feet.

Oregon Transfer Co., Bend, Ore., is building a garage, 35 by 60 feet on Greenwood avenue, that city, for their own use.

J. DeRoo, proprietor of the Redlands Auto Transfer Co., Redlands, Cal., has purchased the business of the Buckmaster Transfer Co., and will combine the two businesses under the Redlands name.

John L. McLaurin has been nominated for governor of South Carolina and O. K. Mauldin for lieutenant-governor by the South Carolina State Warehouse Association, which met in Columbia on February 12.

OIL CITY, PA.

Carnahan Transfer & Storage COMPANY
STORAGE AND PACKING

PARKERSBURG, W. VA.

Parkersburg Transfer & Storage Co.
101-113 ANN STREET
Distributing and Forwarding Agents
Track in Building

PITTSBURGH, PA.

Haugh & Keenan
Storage & Transfer Company

Center and Euclid, East End
PITTSBURGH, PA.

HOEVELER
Warehouse Company
Movers and Storers

4073-4075 Liberty Ave., Pittsburgh, Pa.

Weber Express & Storage Co.
4620 Henry Street

Moving, Packing and Storing
of Furniture and Pianos
GENERAL HAULING

MURDOCH
Storage & Transfer Co.
Successor to
W. A. Hoeveler Storage Company
Office and Warehouses
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J. O'NEIL, EXPRESS AND
STORAGE
813 W. Diamond Street, Northside
Unsurpassed Facilities for Storing
Handling, Transferring and
Forwarding Goods

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Chase Transfer Company
General Forwarding Agents
Eastern Steamship Company, Maine Steamship
Company, Grand Trunk Railway
Special Attention to Carload Consignment

PORTLAND, ORE.

Northwestern Transfer Co.
64 and 66 Front Street
GENERAL FORWARDING AGENTS
Special Attention Given to "Pool" Cars

SPRINGFIELD, MASS.

Central Storage Warehouse
STORAGE AND DISTRIBUTING
PACKING, CARTING, SHIPPING

ST. LOUIS, MO.

Columbia Transfer Company
Special attention given to the
distribution of carload freight
Depots:
St. Louis, Mo., and East St. Louis, Ill.

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METROPOLITAN STORAGE
COMPANY
Storage for Household Goods
and Merchandise
Carload Consignments Solicited



Another Service

Until further notice, all For Sale, Help Wanted, Positions Wanted and other similar advertisements, not exceeding forty words, will be published in three successive issues without charge. This offer applies only to individuals and firms actually engaged in the transfer and storage business who are paid subscribers of TRANSFER and STORAGE. We reserve the right to reject any advertisement. Advertisements may be worded so that replies go direct to advertisers or through our office. If answers are to come through our office kindly enclose 10 cents in stamps to cover cost of postage on replies forwarded to you.

FOR SALE

FOR SALE: Business in British Columbia coast city, doing general transfer, storage and coal business. Incorporated, doing small but growing business. \$10,000 will handle this. Address P. O. Box 38, Prince Rupert, B. C., Canada. Jan.—3t

FOR SALE: The only fireproof storage warehouse in Spokane, Wash. Six blocks from center of city on main thoroughfare, abutting on Northern Pacific tracks. Building just completed and company soon to be incorporated for \$120,000. Property appraised at \$90,000. Price, \$70,000, buyer to assume mortgage of \$27,500 to run till August 1, 1919. Failing health of the owner reason for selling. Address, E. Pittwood, Hyde Bldg., Spokane, Wash. Mar—2t

FOR SALE

FOR SALE: The Wylie Transfer Company's outfit, consisting of seven head of horses, four drays and two Ford trucks, together with storage on hand. Nogales is the liveliest town on the "border." Full information given, also reasons for selling, on application to T. J. Wylie, 122½ Arroyo Blvd., Nogales, Ariz. Jan.—3t

FOR SALE: I want to sell my business—QUICK—at a sacrifice price of five thousand dollars (\$5,000) cash. About eighteen hundred dollars of good accounts on books. One 3-ton motor van, 1 year old, in good condition. Income from storage about three times the amount of the monthly rental. Good lease, good building, best location in the city. Large increase in last six months' business. Owner leaving city. Address Owner, Box 120B, care TRANSFER and STORAGE. Jan.—3t

FOR SALE: Four full-panelled 2 and 3-horse hitch padded furniture vans, stake wagon, express wagon, horses, harness, etc. Everything that we have to offer guaranteed to be high grade and in A-1 condition. Partial delivery at once, balance March 1st, upon receipt of our motor equipment. Security Storage Warehouses, Penn Ave. & Clayton St., Wilmington, Del. Feb.—2t

FOR SALE: \$30,000 will buy one of the best Storage and Moving concerns in one of the largest Western cities. Modern Fire-proof building, about 55,000 square feet. Storage on hand \$8,000 to \$10,000. Equipment valued at about \$10,000. Ill health reason for selling. Address "WEST", care of TRANSFER and STORAGE, 35 West 39th Street, New York City. Mar—3t

USED TRUCKS AT GREAT BARGAINS Three 2-ton and one 3-ton chain drive Gramm-Bernstein trucks. All have been thoroughly overhauled and rebuilt at the factory. Will sell singly or make exceptional price on the lot. Address GBL, Box 125, care TRANSFER and STORAGE, 35 W. 39 St., New York City. Mar—1t

FOR SALE: A first-class storage and transfer business. In fireproof building. Doing good business. Owner wishes to retire. Address Texas Storage Company, Beaumont, Texas. Dec.—3t

FOR SALE

FOR SALE: Will sell an old established transfer business equipped with 12 horses, 2 one-ton trucks and 2 two-ton trucks. Doing a good business in a growing Eastern Pennsylvania city. Proposition worth investigation. Will sell at sacrifice if sold at once. Reason and particulars upon application. Address Box 122 P, care TRANSFER & STORAGE, 35 West 39th St., New York City. Mar—3t

WANTED

WANTED: Particulars of new equipment for handling goods. Ideas exchanged. Will purchase money-saving appliances. Address E. W. Younger, Manager, Broad Chare Warehouse Company, Storage Contractors, Quayside, Newcastle-upon-Tyne, England. Jan.—3t

WANTED: To purchase an established transfer and storage company in a real live city of twenty to fifty thousand. Must be doing a good paying business. Address PURCHASER, Box 121 C, care TRANSFER and STORAGE, 35 West 39th St., New York, N. Y. Jan.—3t

WANTED:—First-class crater and general repair man. Sober and experienced. Write us fully what you can do. State references and salary expected. Steady employment. Huntington Transfer & Storage Co., 1027 4th Ave., Huntington, W. Va. Jan.—3t

WANTED: Energetic, competent young warehouseman to take charge of up-to-date warehouse and business with view to large development. Address Lock Box 604, Reading, Penna. Mar—3t

WANTED: Position as Manager or Superintendent of a Transfer and Storage business. Have had ten years' experience in packing, shipping and storing of household goods and merchandise, and can give best of references. West or Middle West preferred. Address Manager, Box 126, care TRANSFER and STORAGE, 35-37 West 39th Street, New York City. Mar—3t



Better Protection of goods in shipment and storage

The problem of protecting rugs, carpets, draperies, etc., against moths, mice, germs, while in storage or in transit, is solved by the use of

WHITE TAR PAPER

Made in two grades—Pine Tar and Cedar. Pine Tar for ordinary materials; Cedar for the finest fabrics. Put up in rolls of 12 sheets, each sheet 40 x 48, in full size and in continuous rolls 50 yds. to 1,000 yds. Also heavy tar bag paper cut 5 x 7 and packed 100 sheets to the carton. We sell Naphtaline Moth Balls, Flakes Crystals, Powder and Blocks; Lavender Compound and Cedar Compound in one-pound and two-pound packages, 100-pound boxes and barrels.

Write today for price list and full information.

The WHITE TAR COMPANY
CLIFF & JOHN STREETS, NEW YORK, N. Y.



DESIGNERS of Warehouses

THAT

EARN MORE dollars per cubic foot
REDUCE labor charges
INCREASE the value of your investment

If you are in earnest about that new warehouse there may be ways of getting it of which you have not thought. Our financial and real estate facilities will agreeably surprise you. Write us today.

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A Compilation of the Laws of the Several States and Territorial Possessions Pertaining to Warehousemen and the Warehousing Business, Containing an Annotated Copy of the Uniform Warehouse Receipts Act. Analytical Index.

Published under the auspices of The American Warehousemen's Association

Sent to any address on receipt of \$7.50

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by the Illinois Furniture Warehousemen's Association. The purpose of this book is to provide a ready and uniform basis for estimating the cost of packing household goods for shipment. Every warehouse estimator should carry a copy of this book with him when making calls.

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by *Gustav H. Bunge*

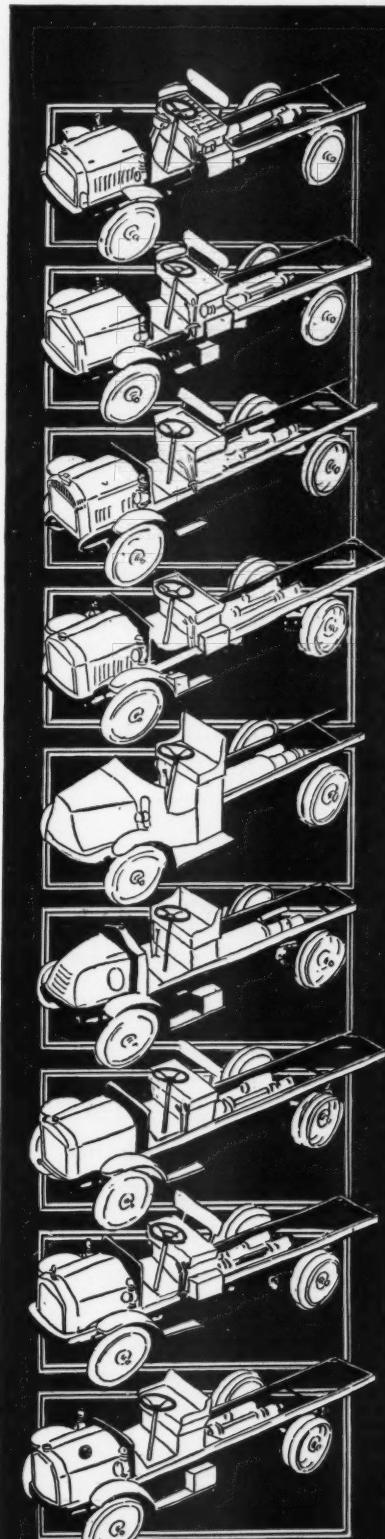
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Choose from the Dominant Ten

Base Your Choice of Motor Trucks on Specifications

In your own line of work big users are confining their purchases of motor trucks to the products of ten dominant manufacturers.

Among these ten, SERVICE stands out as offering highly specialized features of design giving greater adaptability to your individual requirements. Your logical choice is SERVICE because of its immediate utility in your transportation department.

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20% Super-Strength

Among the dominant ten manufacturers whose product finds biggest use among careful buyers, SERVICE Motor Trucks stand out with 20% super-strength. Frame, springs, motor, worm drive construction—the truck throughout shows super-efficiency—super-strength—super-development of manufacturing ingenuity.

Yet with this super-strength—this super-design—SERVICE motor trucks are notably light, adding to wonderful road stamina, real remarkable economy.

67% of SERVICE truck sales were Re-orders in 1916
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Models to Meet Your Requirements

1 ton truck - - \$1425	2 ton truck - - \$2350	3½ ton truck (Contractors) \$3350
1½ ton truck - - 2100	3½ ton truck - - 3100	5 ton truck - - - 4150

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Send for our big Illustrated Thirteen Point Booklet. It will give you just the information you are looking for.

Service Motor Truck Company

Main Office and Factory: Wabash, Ind.

Dept. P-3

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Every Warehouseman

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Household Goods Packing Specifications

Published by the Illinois Furniture Warehousemen's Association.

An estimator, when making a call to estimate on packing a lot of household goods for shipment should carry a copy of this book with him to tell him just what lumber and materials are needed, what pieces should be crated and what pieces wrapped, and just how much the job will *cost*. There should be a copy in the packing room to show how crates should be put together.

Household Goods Packing Specifications

is the greatest work of standardization yet brought out in the transfer and storage business. Transfer and storage companies will need several copies, one for each estimator, one for the office and one for the packing room, with an extra copy for use when needed.

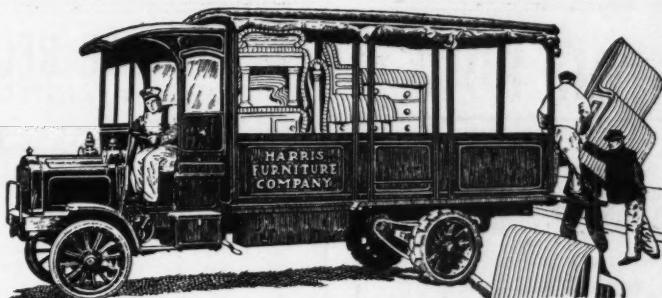
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Get Rid of Kicks, Delays and Losses

*Adopt the modern, safe, clean and economic
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FURNITURE
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Perfect Protection against Scratches and Breakage

Covered with heavy Drill, khaki color, filled with cotton and felted into one uniform batt. Stitched perfectly—no possibility of filling to separate.

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Made same as Furniture Pads, khaki color only, one size to fit standard 4 ft. 6 in. bed.

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Name printed free on lots of dozen or more if requested

GUARANTEE—If Loupilco Pads and Covers do not prove satisfactory in every respect, return them at our expense.

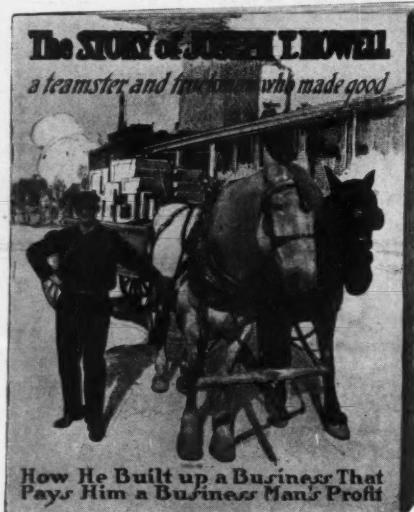
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(INCORPORATED)

360 East Market Street

LOUISVILLE, KENTUCKY

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IT is the true story of how a small trucking business grew to be a big, profitable one—from a two-horse drawn wagon to a fleet of three motor trucks.

This book contains very valuable information for the truckman—information that is of vital importance to success.

Send in your request today. The book is absolutely free. May we have the pleasure of sending you *your* copy by return mail?

The J. C. WILSON COMPANY
Detroit, Michigan

A HORSE RELIABLY SHOD

can work better—more freely and comfortably—than one poorly shod.

But, reliable nails are essential to reliable shoeing.

The Capewell Horse Nail Holds Best

Just ask your blacksmith to use Capewell nails—or have your man do so—next time your horses are shod. Then you will have the nail of the highest quality—not a cheap one. The Capewell is sold at a fair price so any shoer can afford it.

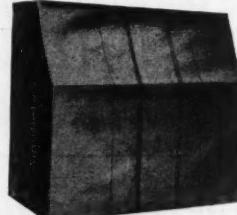
The CAPEWELL HORSE NAIL CO., Hartford, Conn.
MAKERS OF THE WORLD'S LEADING HORSE NAIL

Two men delivered
17 pianos
in one day
with this
truck.



W. T. SLEIGHT MFG. CO.
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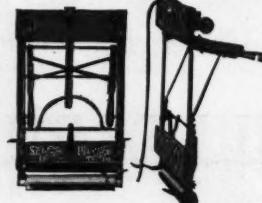
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Twine and Rope
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Piano Moving Cover
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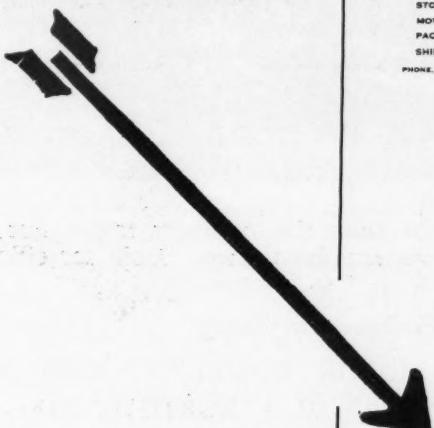
PIANO TRUCKS



7 Styles End Trucks
2 Styles Sill Trucks
Piano Hoists
Piano Covers
Wagon Straps

Would you care for a circular?
SELF-LIFTING PIANO TRUCK CO.
FINDLAY, OHIO

"Your attractive advertisement in THE TRANSFER and STORAGE DIRECTORY brought your firm's name to mind."



<small>EDWARD A. MACOMBER, PRESIDENT HENRY S. MOTT, VICE-PRESIDENT</small> <small>MEMBERS: SOUTHERN FURNITURE WAREHOUSEMEN'S ASSOCIATION ILLINOIS FURNITURE WAREHOUSEMEN'S ASSOCIATION</small> United States Storage Company <i>Incorporated</i> 418-420 TENTH STREET N. W. Modern Fire-proof Storage Warehouse <small>STORING MOVING PACKING SHIPPING PHONE: MAIN 4229</small>	<small>VAN WYCK MOTT SECRETARY & TREASURER</small> PRIVATE ROOMS PIANO ROOM TRUNK ROOM VAULT Washington, D. C. October 7th 1916
<p>The Thomas J. Stewart Co., Erie & Fifth Streets, Jersey City, N. J.</p> <p>Gentlemen:-</p> <p>Inclosed herewith please find B & O Straight Bill of Lading, covering shipment of three (3) pieces, consigned to Mrs. H. E. Dey, Jersey City, N. J., in your care.</p> <p>Mrs. Dey's address is 303 Arlington Ave., our city.</p> <p>Kindly pay freight charges on the shipment; haul the pieces to above address; and collect your bill. Our charges in connection with the shipment are paid.</p> <p>Your attractive advertisement in the "TRANSFER and STORAGE DIRECTORY" brought your firm's name to mind.</p> <p>Trusting we will have a larger shipment going your way soon, we remain,</p> <p>Yours very truly,</p> <p>THE UNITED STATES STORAGE CO., INC., per <u>E.A. Macomber</u>, President.</p> <p>can-v</p>	

Your profits from the first few shipments will more than pay the cost of a page advertisement in the 1917 edition. All shipments that follow represent "velvet."

You can not afford to be left out of the 1917 edition of the "most used book in the industry," so use the coupon at the right or write us a letter today.

Remember that the prices quoted here are special rates to those actually engaged in the transfer and storage business. All advertisers get a copy of the Directory without charge. Prompt action is respectfully requested, as we go to press soon.

The Transfer and Storage Directory
 35 West 39th Street
 New York

The TRANSFER and STORAGE DIRECTORY
 35 West 39th Street, New York

You may reserve for our advertisement one page at \$25.00

You may reserve for our advertisement one-half page at \$15.00

You may enter our order for a copy of the Directory at \$1.00

Name

Address

Mack
TRUCKS

"Performance Counts"

INTERNATIONAL MOTOR COMPANY, NEW YORK
64TH STREET AND WEST END AVENUE

PIERCE Governors

Fast Driving

more than anything else is responsible for damaged trucks, delayed deliveries, and the high cost of truck maintenance. Driving a loaded truck at high speed develops strains and torques that loosen frame members and damage bearings; when the truck is empty, the excessive vibration caused by the heavy springs does just as much damage.

Protect Your Trucks

Pierce Governors make fast driving an impossibility, and prevent the troubles that put trucks in the repair shop. Can be set for any speed. Will pay for themselves in three months.

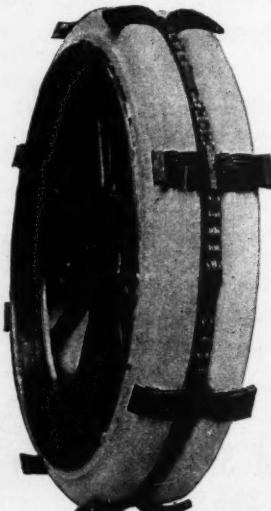
You'll find Pierce Governors on all the best trucks.

PIERCE GOVERNOR COMPANY

World's Largest Governor Builders.
ANDERSON, INDIANA. U.S.A.

THE NEW TYPE NEVER-SKID

Causes Practically No Vibration



Will Not
Cut Tires

Cannot Foul
Drive Chains

Easy to Attach
and Detach

Prevents Skidding
Economical

*Safe, Certain and
Most Important
Will Give Traction
on Slippery
Highways*

WRITE TODAY FOR BOOKLET

Never-Skid Manufacturing Co.
122 Liberty Street
New York

NILES MOTOR TRUCKS

are manufactured with great care, accuracy being maintained in the smallest details; they are not "one-year" trucks, they are built to operate economically for many years.

QUALITY

of Niles Motor Trucks is assured because only such parts as have already established a national reputation are used, viz; Continental Motors, Covert Transmissions, Borg & Beck Clutches, Timken David-Brown Worm Drive Rear Axles, Gemmer Steering Gears, Timken Front Axles, Fedders Radiators, Timken Taper Roller Bearings.

ENDURANCE

of Niles Motor Trucks is the secret of their successful operation; it means quality, for without quality trucks cannot endure.

Built in Two Sizes—One-Ton and Two-Ton

with special bodies built in our own completely equipped Body Department from selected material.

Tell Us Your Requirements

THE NILES CAR & MANUFACTURING COMPANY
NILES, OHIO, U. S. A.





The fact that prominent owners in the transfer and storage business are daily investing in KisselKar Trucks is cash-evidence of Kissel's Supremacy in truck designing and construction.

Our ability to build KisselKar Trucks so they will efficiently and economically solve every haulage and transportation requirement in the transfer and storage business is the logical result of ten successful years in building trucks.

The many Kissel structural innovations and superiorities that insure low operating expense, durability and dependability are designed to overcome the obstacles your transportation department is now contending with.

A postal will bring practical data on KisselKar Truck performance in the service of other owners in the transfer and storage business. Send for it today or see your nearest KisselKar dealer.

**Kissel Motor Car Company
Hartford, Wisconsin, U.S.A.**

The matchless Kissel-built motor and perfected worm-drive rear axle are guaranteed with every KisselKar Truck.

Six sizes from the 1500-lb.
Delivery up. Chassis prices
\$950 to \$3350.

KisselKar Truck branches,
display rooms and service
stations in all principal
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KOENIG & LUHRS WAGON CO.

Established 1866

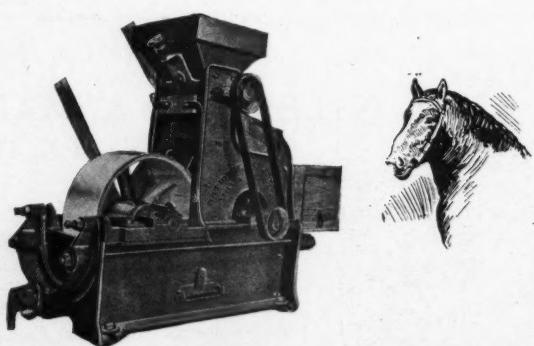
**Manufacturers of
High Grade Vans, Trucks
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CONVINCE YOURSELF as hundreds of our satisfied customers have, that K. & L. build the "Quality Wagons and Trucks," by favoring us with your next order. Let us prove to you that our wagons and trucks are positively the cheapest and most economical to buy. Fifty years' experience has enabled us to thoroughly study and produce the best delivery wagons and trucks to be had, wagons that are all backed by our world-wide reputation. Get in line, and save money and worry by using the K. & L. State your requirements and send for our catalogue and prices.

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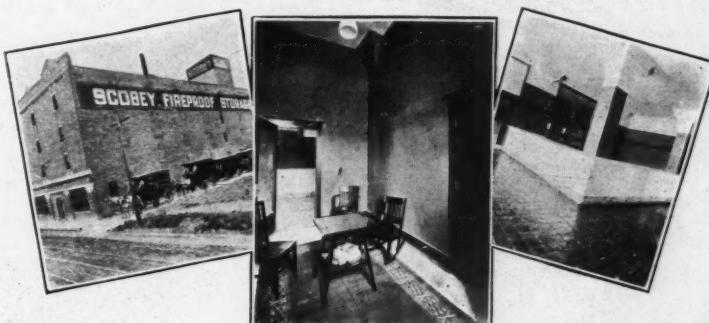


"Digestion First"

Send for "Digestion First" booklet.
A work of art pointing out the road
to wealth. Presenting complete
records of savings by others and a
list of users you know.

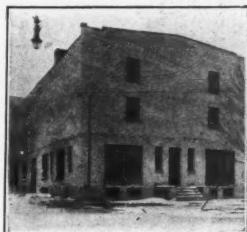
**EXCEL MANUFACTURING CO.
POTTERSVILLE, NEW JERSEY**

Makers of the National Oat Crusher

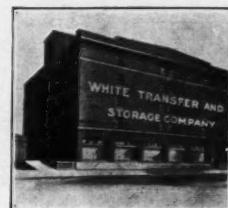


San Antonio, Texas

*A Few of the Up-to-the-Minute Warehouses
Designed and Built Under the Personal
Supervision of Our Experts, Chas. H. Moores
and Samuel H. Dunford*



Watertown, N. Y.



Fort Dodge, Ia.

MR. WAREHOUSEMAN

Are you taking full advantage of your opportunity?
Have you modern fire-proof space to offer your customer?

Don't plod listlessly along and let others enter the field and grasp *your opportunity*, build modern fire-proof warehouses and rob you of the business you have spent years building up.

WRITE US TODAY WE WILL HELP YOU

We furnish plans, specifications and expert service that save many times our fee. We will also finance propositions of merit. Come and see us, write or wire.

WAREHOUSE ARCHITECTURAL & ENGINEERING CO.

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Louisville, Ky.



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Hauling economy! All-round tests and long experience in express, moving and contract cartage has convinced the Andrews Fireproof Storage Company, of Cleveland, that Packard motor trucks are the cheapest hauling units to own and operate. With seven silent, chainless Packards in use—ranging from one ton to four tons—President R. M. Andrews says: “We are very well pleased with the service our Packards have given us—and we certainly cannot complain of their power.” Seven basic sizes—body types to fit any business. Write the Packard Motor Car Co., Detroit—or see a Packard dealer. Ask the man who owns one.

{ *Packard* TRUCKS }

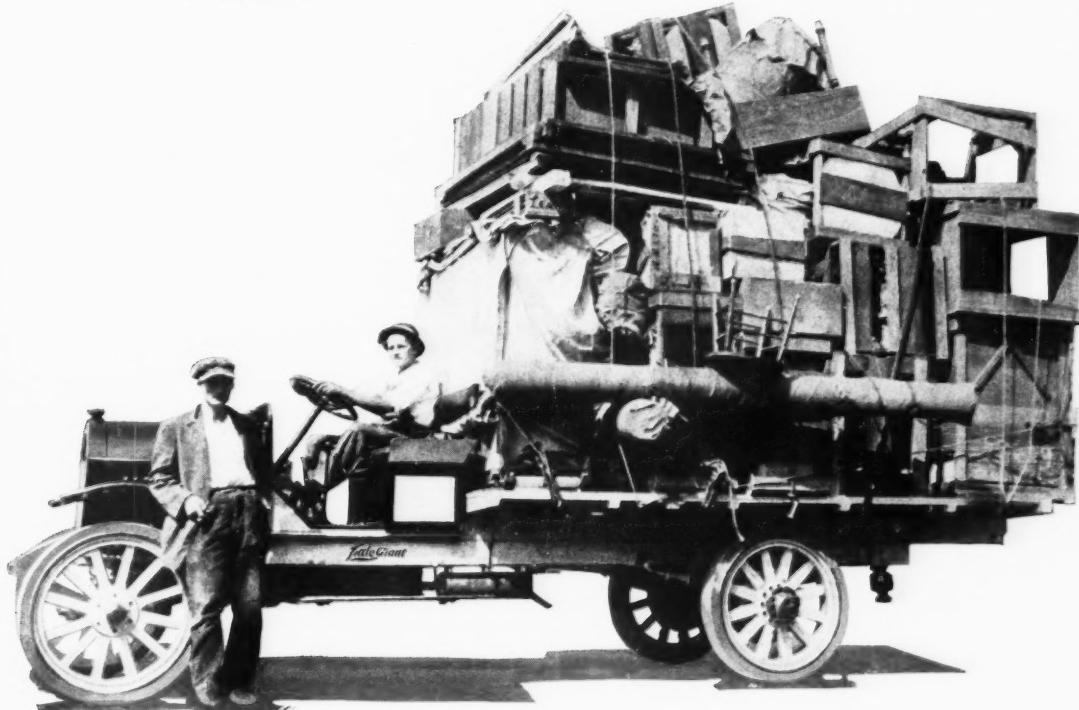




BE PREPARED

To Give Real Motor Truck Service With

"*Little Giant*" Motor Trucks



Little Giant Owned by the Monrovia Transfer Company Starting 300 Mile Trip

The Little Giant Motor Truck has proven particularly successful in the moving, hauling and storage business because it has stood up under the hardest kind of service. The Little Giant has been on the market for eight years and during this time hundreds have been sold to moving and transfer companies. They have invariably made good.

The above photo shows a two-ton Little Giant loaded with furniture, owned by the Monrovia Transfer Co., Monrovia, Cal. This truck left Los Angeles on Saturday, December 16th, at 1 P. M. for Bakersfield, Cal., over the Ridge Route, a distance of 150 miles. The Ridge Route is considered the most mountainous road in America and its building was one of the greatest of engineering feats.

After unloading at Bakersfield the truck returned to Los Angeles arriving at 1 P.M., Monday, December 18th. It is such tests as this that prove the Little Giant has no superior for rough and strenuous work.

The "*Little Giant*" Line

(For Economy Sake)

Model H One-Ton, Chain Drive
Model H 1½-Ton, Chain Drive

Model 15 One-Ton, Worm Drive
Model 16 Two-Ton, Worm Drive
Model 17 3½-Ton, Worm Drive

Special Bodies for Every Purpose

Agents Wanted for Open Territories

CHICAGO PNEUMATIC TOOL COMPANY

614 Little Giant Building
CHICAGO

Branches and Service Stations Everywhere

ANY platform type wagon or truck may be used as a Semi-Trailer by the use of a Martin Rocking Fifth Wheel, \$35.00, \$65.00, \$85.00.



Turn Your Present Wagon Into a Semi-Trailer

Existing Wagon Bodies for the Work They Have to Do Can Seldom Be Improved

The first step is usually to fit the Martin Rocking Fifth Wheel to the forward end of the wagon in place of the regular fifth wheel, the rear deck of the motor vehicle replacing the front wheels and horses.

The wagon so used will probably serve for a year before the excess of speed over that for which it was designed causes the rear system to fail. It may be that only the wheel boxes will give out; perhaps the wheels themselves will have to be replaced; the springs may give way, or the axle may prove unfit. In this case the wagon body and frame will usually be found to be in good condition.

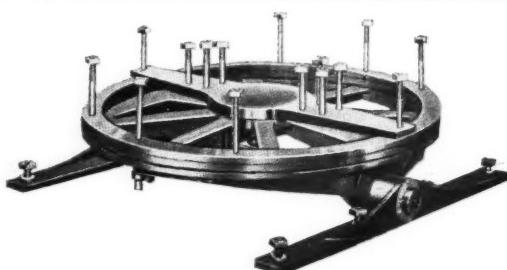
To avoid having to discard the good portions of the wagon, the Martin Rear Construction is provided (write for circular). This consists of a pair of strong wheels with inclosed Bower bearings on a heavy axle, a pair of heavy half-elliptic springs and two spring brackets.

Send for full information. Mention your hauling conditions.

**Martin Rocking Fifth Wheel
Company**
SPRINGFIELD, MASSACHUSETTS

In transforming a 2 to 10 ton truck it is necessary to use lower wheels in order to fit standard rubber tires, and is necessary to use the bolsters to prop the body up to its normal height, so that the load platform is the standard 42 inches above the ground.

If a lower load platform than standard is desired, special low bolsters or none at all may be used.



Martin Patent Rocking Fifth Wheel

IS MADE IN FOUR SIZES:

FORD or Light Roadster size is 18-in. circle complete.
Makes tractor-semi-trailer 1 ton capacity. Price, \$35.00.
24-in. circle complete, \$65.00. For one and two-ton trucks. Makes
tractor-semi-trailer 2-4 tons capacity.
30-in. circle complete, \$85.00. For two and three-ton trucks. Makes
tractor-semi-trailer 6-8 tons capacity.